

Exhibit B-1

Plaintiffs' Seventh Set of Requests for Production of Documents

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

KADREY, ET. AL.,

Plaintiffs,

v.

META PLATFORMS, INC.,

Defendant.

Case No. 3:23-cv-3471

**PLAINTIFFS' SEVENTH SET OF
REQUESTS FOR PRODUCTION OF
DOCUMENTS**

PROPOUNDING PARTY: Plaintiffs

RESPONDING PARTY: Defendant

SET NUMBER: Seven

Pursuant to Rules 26 and 34 of the Federal Rules of Civil Procedure, Plaintiffs request that Defendant Meta Platforms Inc. (“Meta”) respond to the following Seventh Set of Requests for Production of Documents (“Requests”). Responses to these Requests, as well as any responsive documents, shall be delivered to, or made available for inspection and copying at, the offices of Lieff, Cabraser, Heimann & Bernstein, LLP, 250 Hudson Street, 8th Floor, New York, NY 10003, or at another place mutually agreed upon by the parties, within twenty-one (21) days of the date of service or as otherwise mutually agreed by the parties. Plaintiffs are amenable to an electronic production, subject to agreement by the parties.

In accordance with Rule 34(b), Meta shall provide written responses to the following requests and shall produce the requested documents as they are kept in the ordinary and usual course of business or shall organize and label the documents to correspond with the categories in these Requests. In accordance with Rule 26(e), Meta shall supplement or correct its responses or productions as necessary.

DEFINITIONS

1. **Action** means the above captioned litigation, *Kadrey v. Meta Platforms, Inc.*, No. 3:24-cv-3471 (N.D. Cal.) (filed July 7, 2023).

2. **Books3** has the same meaning as described in paragraphs 33 through 43 of the **Complaint**.

3. **Communications** means the conveyance (in the form of facts, ideas, thoughts, opinions, data, inquiries or otherwise) of information and **Includes** correspondence, memoranda, reports, presentations, face-to-face conversations, telephone conversations, text messages, instant messages, voice messages, negotiations, agreements, inquiries, understandings, meetings, letters, notes, mail, email, exchanges of recorded information, and postings of any type.

Communications Includes instances where one party disseminates information that the other party receives but does not respond to.

4. **Complaint** means the operative complaint, namely the First Amended Complaint, in the **Action** as of the date these Requests are served.

5. **Defendants, Meta Platforms, Inc., Meta, or You** means the entities addressed in paragraph 9 of the **Complaint** and any of their directors, officers, employees, partners, members, representatives, agents (**Including** attorneys, accountants, consultants, investment advisors or bankers), and any other person acting or purporting to act on their behalf, as well as corporate parents, subsidiaries, affiliates, predecessor entities, successor entities, divisions, departments, groups, acquired entities, related entities, or any other entity acting or purporting to act on their behalf.

6. **Discuss** means refer to, describe, evidence, constitute (in whole or in part), comment on, identify, or contain text or images about the stated topic.

7. **Documents** means all materials within the full scope of Federal Rule of Civil Procedure 34 **Including** all writings and recordings, **Including** the originals, drafts and all non-identical copies, whether different from the original by reason of any notation made on such copies or otherwise (**Including** email and attachments, correspondence, memoranda, notes,

diaries, statistics, letters, telegrams, minutes, contracts, reports, studies, checks, statements, tags, labels, invoices, brochures, periodicals, receipts, returns, summaries, pamphlets, books, interoffice and intra-office communications, instant messages, chats, offers, notations of any sort of conversations, working papers, applications, permits, file wrappers, indices, telephone calls, meetings or printouts, teletypes, telefax, invoices, worksheets, and all drafts, alterations, modifications, changes and amendments of any of the foregoing), graphic or aural representations of any kind (**Including** photographs, charts, microfiche, microfilm, videotape, recordings, motion pictures, plans, drawings, surveys), and electronic, mechanical, magnetic, optical, or electric records or representations of any kind (**Including** computer files and programs, tapes, cassettes, discs, and recordings), **Including Metadata**.

8. **Electronically Stored Information** or **ESI** refers to information and **Documents** within the full scope of Federal Rule of Civil Procedure 34—with all **Metadata** intact—created, manipulated, communicated, stored, and best utilized in digital form, and stored on electronic media. Examples of **ESI Include** e-mail, messages posted on electronic message boards, forum postings, support tickets, videos, discussion boards, data, source code, websites, Microsoft Word files, Microsoft Excel files, and instant messages.

9. **Including** means including but not limited to.

10. **Large Language Model** or **LLM** has the same meaning as described by **You** at <https://ai.meta.com/blog/llama-2-updates-connect-2023/>, <https://ai.meta.com/blog/meta-llama-3/>, and <https://arxiv.org/abs/2407.21783>.

11. **Metadata** refers to structured information about an electronic file that is embedded in the file, describing the characteristics, origins, usage, and validity of the electronic file.

12. **Plaintiffs** means the plaintiffs in the **Action** named in the **Complaint**.

13. **Proposed Class Members** means members of the Class as defined in paragraph 4 of the **Complaint**.

14. **Reflecting** means refer to, describe, evidence, or constitute, in whole or in part.

15. **Your LLMs or Your Large Language Models** has the same meaning as set forth in Paragraphs 12 through 14 in the **Complaint and Includes all Llama models, Including** LLaMa, Llama 1, Llama 2, Llama 3, and Llama 4.

RELEVANT TIME PERIOD

The relevant time period is January 1, 2021 through the present (“Relevant Time Period”), unless otherwise specifically indicated and shall **Include** all **Documents** and any other information relating to such period, even though prepared or published outside of the Relevant Time Period. If a **Document** prepared before the Relevant Time Period is necessary for a correct or complete understanding of any **Document** covered by any of these Requests, please provide the earlier **Document** as well. If any **Document** is undated and the date of its preparation cannot be determined, please produce the **Document** if it is otherwise responsive to any Request.

INSTRUCTIONS

1. The production by one person, party, or entity of a **Document** does not relieve another person, party, or entity from the obligation to produce his, her, or its own copy of that **Document**.
2. Produce **Documents** not otherwise responsive to these Requests if such **Documents Discuss** the **Documents** that are called for by these Requests, or if such **Documents** are attached to **Documents** called for by these Requests.
3. Produce each **Documents** requested herein in its entirety and without deletion, excisions, redaction, or other modification regardless of whether **You** consider the entire document to be relevant or responsive.
4. If any **Document** is known to have existed but no longer exists, has been destroyed, or is otherwise unavailable, identify the **Document**, the reason for its loss, destruction, or unavailability, the name of each person known or reasonably believed by **You** to have had

possession, custody, or control of the original and any copy thereof (if applicable), and a description of the disposition of each copy of the **Document**.

5. If no **Documents** are responsive to a particular Request exist, state that no responsive **Documents** exist.

6. If **You** assert that any of the **Documents** and things requested are protected from discovery by attorney-client privilege, the attorney work product doctrine, or any other evidentiary privilege, specify for each **Document** (1) the grounds asserted as the reason for non-production; (2) the date the document was prepared; (3) the identity of the attorney(s) who drafted or received the **Document(s)** (if attorney-client privilege or attorney work product protection is claimed); (4) the identity of the parties who prepared or received the document; and (5) the nature of the **Document**.

7. Construe the conjunctions “and” and “or” non-restrictively or non-exclusively if doing so would bring within the scope of these Requests **Documents** that might otherwise be construed to be outside of their scope.

8. Construe the use of the singular to include the plural; the use of the masculine, feminine, or neuter gender to include the others; and the use of one form of the verb to include the others if doing so would bring within the scope of these Requests **Documents** that might otherwise be construed to be outside of their scope.

REQUESTS FOR PRODUCTION

REQUEST FOR PRODUCTION NO. 1:

All **Documents** responsive to Plaintiffs’ First, Second, Third, Fourth, Fifth, and Sixth Set of Requests for Production of Documents that **You** received from any third party(ies), **Including** all **Documents** obtained pursuant to any subpoena issued under Rule 45 of the Federal Rules of Civil Procedure.

Dated: October 23, 2024

Respectfully submitted,

/s/ Daniel Hutchinson

Daniel Hutchinson

LIEFF CABRASER HEIMANN & BERNSTEIN, LLP

275 Battery Street, 29th Floor

San Francisco, CA 94111-3339

Telephone: 415.956.1000

dhutchinson@lchb.com

Attorneys for Plaintiff and the Proposed Class

CERTIFICATE OF SERVICE

I hereby certify that on October 23, 2024, a copy of the foregoing was served via electronic mail to all counsel of record in this nature.

/s/Ariana Delucchi

(Signature)

Exhibit B-2

Plaintiffs' Document Subpoena Packet to
Bloomsbury Publishing

**Lieff
Cabraser
Heimann &
Bernstein**
Attorneys at Law

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
t 415.956.1000
f 415.956.1008

October 25, 2024

Daniel M. Hutchinson
Partner
dhutchinson@lchb.com

VIA HAND DELIVER

Bloomsbury Publishing
1385 Broadway, Floor 5
New York, NY 10018

RE: *Kadrey, et al., v. Meta Platforms, Inc.*, Case No. 3:23-cv-03417-VC

To Whom It May Concern:

Lieff Cabraser Heimann & Bernstein, LLP (“LCHB”) represents Plaintiffs in the above captioned class-action lawsuit. As part of that lawsuit, LCHB is seeking relevant information (documents and data) to support Plaintiffs’ claims. You are not being sued, and you are not a party to this lawsuit. Rather, you are receiving the enclosed Notice of Subpoena and Subpoena because Plaintiffs believe that you are among those who possess highly relevant information related to Plaintiffs’ claims. Plaintiffs’ claims are fully described in the Complaint, attached to the Subpoena as Exhibit 1.

We hope that you will work with us to provide the documents and/or data sought by the Subpoena. We are happy to work with you or your attorney to make the production of such information as efficient and easy as possible. Any information you provide will be kept confidential under the Stipulated Protective Order issued by the Court in this case and attached to the Subpoena as Exhibit 2.

We hope that you or your attorney will contact us so that we may further discuss the subpoena and any issues involved in production, including the date, location, and easiest method for production. The contact at our firm regarding the Subpoena is Daniel M. Hutchinson, dhutchinson@lchb.com, (415) 956.1000. Please feel free to contact us with any questions.

Very truly yours,



Daniel M. Hutchinson

DMH/wp

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
COWAN DEBAETS ABRAHAMS &
SHEPPARD LLP
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

[Additional counsel included below]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

RICHARD KADREY, et al.,

Individual and Representative Plaintiff,

Plaintiffs,

v.

META PLATFORMS, INC.,

Defendant.

Case No. 3:23-cv-03417-VC

**PLAINTIFFS' NOTICE OF SUBPOENA
AND SUBPOENA TO BLOOMSBURY
PUBLISHING**

PLEASE TAKE NOTICE that, pursuant to Rule 45 of the Federal Rules of Civil Procedure, Plaintiffs Richard Kadrey, et al., intend to serve the attached Subpoena upon Bloomsbury Publishing to produce the information described in the Schedule A attached thereto at the time and place specified on the Subpoena or a time and place as counsel may agree.

Dated: November 7, 2024

Respectfully submitted,

By: /s/ Daniel M. Hutchinson
Daniel M. Hutchinson

David Boies (*pro hac vice*)
BOIES SCHILLER FLEXNER LLP
333 Main Street
Armonk, NY 10504
(914) 749-8200
dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
Joshua I. Schiller (SBN 330653)
Joshua M. Stein (SBN 298856)
44 Montgomery Street, 41st Floor
San Francisco, CA 94104
(415) 293-6800
mpritt@bsflfp.com
jischiller@bsflfp.com
jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
1401 New York Ave, NW
Washington, DC 20005
(202) 237-2727
jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
55 Hudson Yards, 20th Floor
New York, NY 10001
(914) 749-8200
dsimons@bsflfp.com

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
**COWAN DEBAETS ABRAHAMS
& SHEPPARD LLP**
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

1 Joseph R. Saveri (SBN 130064)
2 Cadio Zirpoli (SBN 179108)
3 Christopher K.L. Young (SBN 318371)
4 Holden Benon (SBN 325847)
5 Aaron Cera (SBN 351163)
6 **JOSEPH SAVERI LAW FIRM, LLP**
7 601 California Street, Suite 1505
8 San Francisco, California 94108
9 (415) 500-6800
10 jsaveri@saverilawfirm.com
11 czirpoli@saverilawfirm.com
12 cyoung@saverilawfirm.com
13 hbenon@saverilawfirm.com
14 acera@saverilawfirm.com

15 Matthew Butterick (SBN 250953)
16 1920 Hillhurst Avenue, #406
17 Los Angeles, CA 90027
18 (323) 968-2632
19 mb@buttericklaw.com

20 **CAFFERTY CLOBES**
21 **MERIWETHER & SPRENGEL LLP**
22 Bryan L. Clobes (*pro hac vice*)
23 135 S. LaSalle Street, Suite 3210
24 Chicago, IL 60603
25 (312) 782-4880
26 bclobes@caffertyclobes.com

27 **DICELLO LEVITT**
28 David A. Straite (*pro hac vice*)
485 Lexington Avenue, Suite 1001
New York, NY 10017
(646) 933-1000
dstraite@dicellolevitt.com

Amy Keller
Nada Djordjevic
James A. Ulwick
Madeline Hills
10 North Dearborn Street, 6th Floor
Chicago, Illinois 60602
(312) 214-7900
akeller@dicellolevitt.com
ndjordjevic@dicellolevitt.com
julwick@dicellolevitt.com
mhills@dicellolevitt.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

SCHEDULE A

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, the following is a list of requests (“Requests”) sought from the recipient of this Subpoena. These Requests seek information to support Plaintiffs’ claims as alleged in Plaintiffs’ Corrected Second Consolidated Amended Complaint in *Kadrey et al. v. Meta Platforms Inc.*, Case No. 3:23-cv-03417-VC (N.D. Cal. 2023).

DEFINITIONS

As used herein, the following words, terms, and phrases—whether singular or plural, or in an alternate verb tense—shall have the meanings ascribed below. Defined terms may not be capitalized or made uppercase. The given definitions apply even if a term in question is not capitalized or made uppercase. No waiver of a definition is implied by the use of a defined term in a non-capitalized or lowercase form:

1. “Agreements” means any oral or written contract, arrangement or understanding, whether formal or informal, between two or more Persons, including all drafts, versions, modifications, amendments, attachments, exhibits, and appendices thereof.

2. “AI Training Data” refers to any data used to develop, improve, or refine a machine-learning model, including a large language model. This includes, but is not limited to, feeding data into the model, adjusting algorithms, optimizing parameters, RLHF and testing, validating, and updating models. It also includes the selection, preparation, and use of Datasets, the execution of supervised, unsupervised, or reinforcement learning techniques, and any pre-processing steps, model tuning, cross-validation, and performance evaluations.

3. “All,” “Or,” and “And” should be understood to include and encompass “any”; “or” should be understood to include and encompass “and”; and “and” should be understood to include and encompass “or.”

4. “Communications” means oral or written communications of any kind, communicated directly or indirectly, including, without limitation inquiries, complaints, discussions, conversations, negotiations, agreements, meetings, interviews, telephone

1 conversations, letters, correspondences, memoranda, notes, telegrams, facsimiles, electronic mail
 2 (e-mail) messages and attachments, instant or direct messages (including SMS messages, text
 3 messages, Apple iMessages, Slack messages, Teams messages), memoranda, documents,
 4 writings, or other forms of communications. The term “Communications” includes instances
 5 where one party disseminates information that the other party receives but does not respond to.

6 5. “Complaint” refers to the operative complaint at the time documents are produced
 7 in response to these requests. At the time of service, the currently operative Complaint is
 8 Plaintiffs’ Corrected Second Consolidated Amended Complaint. ECF No. 133.

9 6. “Concerning,” whether capitalized or not, refers to and includes “constituting,”
 10 “evidencing,” “supporting,” “regarding,” “mentioning,” “reflecting,” “concerning,” “relating to,”
 11 “referring to,” “pertaining to,” “alluding to,” “responding to,” “proving,” “discussing,”
 12 “assessing,” “disproving,” “connected with,” “commenting on,” “about,” “showing,”
 13 “describing,” and/or logically or factually dealing with the matter described in the request in
 14 which the term appears.

15 7. “Defendant” means Defendant Meta Platforms, Inc.

16 8. “Document” is used in its broadest sense allowed by Rule 34(a) of the Federal
 17 Rules of Civil Procedure and includes, but is not limited to, any writings, drawings, graphs,
 18 handwriting, typewriting, printing, photostatting, photographing, photocopying, transmitting by
 19 electronic mail or facsimile, and every other means of recording upon any tangible thing, any
 20 form of communication or representation, including letters, words, pictures, sounds, or symbols,
 21 or combinations thereof, and any record thereby created, regardless of the manner in which the
 22 record has been stored.

23 This includes:

- 24 • The originals, drafts and All non-identical copies thereof, whether different from
 25 the original by reason of any notation made on such copies or otherwise;
- 26 • Booklets, brochures, pamphlets, circulars, notices, periodicals, papers, contracts,
 27 agreements, photographs, minutes, memoranda, messages, appraisals, analyses,
 28 reports, financial calculations and representations, invoices, accounting and diary

entries, inventory sheets, diaries, appointment books or calendars, teletypes, telefaxes, thermafaxes, ledgers, trial balances, correspondence, telegrams, press releases, advertisements, notes, working papers, drawings, schedules, tabulations, projections, information or programs stored in a computer (whether or not ever printed out or displayed), and All drafts, alterations, modifications, changes or amendments of any of the foregoing;

- Graphic or aural representations of any kind, including, without limitation, photographs, microfiche, microfilm, videotapes, recordings, drawing, charts and motion pictures;
- All letters, words, pictures, sounds, or symbols, or combinations thereof stored in or on any electronic, mechanical, magnetic, or optical device including, but not limited to: (i) computer data storage devices (servers, laptops hard-drives, flash drives, discs, magnetic cards, and the like), (ii) the internet or “the Cloud” (such as e-mail, web posts, social media posts, internet pages, etc.), and (iii) information stored on cell phones.

9. “Including” and “Includes,” whether capitalized or not, are used to provide examples of certain types of information and should not be construed as limiting a request or definition in any way. The terms “including” and “includes” shall be construed as if followed by the phrase “but not limited to.”

10. “Licensing agreement” means a strategic collaboration agreement and/or any agreement with the purpose and/or effect of developing AI products and/or features using Your content and/or materials.

11. “Meta” means Meta Platforms, Inc., and its employees, agents, attorneys, accountants, representatives, predecessors or successors-in-interest, any corporation or partnership under its direction, or any other person or entity acting on its behalf or under its control.

12. “OCR” means optical character recognition.

13. “Person” means any natural person or any business, legal, or governmental entity

1 or association.

2 14. “Relevant Period” includes and encompasses all times relevant to the acts and
3 failures to act which are relevant to the Complaint.

4 15. ““RLHF” means “reinforcement learning from human feedback.”

5 16. “You” or “Your” refers to Bloomsbury.

6 **INSTRUCTIONS**

7 1. Please separately respond to each item by stating (a) you will produce, (b) you are
8 presently unable to produce, or (c) you object to production.

9 2. Unless superseded by a mutually-agreed-upon stipulation, the following provisions
10 shall generally govern the production format and procedure for Hard Copy Documents and
11 images:

- 12 a. All Documents originating in hardcopy format will be produced as black-
13 and-white or color (if originally in color), single-page, 300 dpi Group IV
14 tagged image file format (“TIFF”) images, with OCR text and related path
15 provided in document level text files.
- 16 b. In scanning hardcopy documents, distinct documents should not be merged
17 into a single record, and single documents should not be split into multiple
18 records (i.e., hardcopy documents should be logically unitized). The
19 Producing Party will use reasonable efforts to unitize documents correctly.
- 20 c. Where a document, or a document group – such as folder, clipped bundle,
21 or binder – has an identification spine or other label, the information on the
22 label shall be scanned and produced as the first page of the document or
23 grouping.
- 24 d. Productions of the images shall be made using an image load file (.OPT or
25 .LFP) and a delimited database/Metadata load file (.DAT), pursuant to any
26 agreement to be made by the Parties or in accordance with any Stipulated
27 Order Regarding ESI Protocol and Production of ESI and Paper
28

1 Documents (“ESI Protocol”) to be entered by the Parties.

- 2 e. You will utilize best efforts to ensure that paper records for a particular
3 custodian, which are included in a single production, are produced in
4 consecutive Bates-stamp order.

5 3. Unless superseded by a mutually-agreed-upon stipulation regarding the production
6 of ESI, All Documents shall be produced in accordance with the specifications below except for
7 source code, which may be produced in accordance with the specifications below.

- 8 a. Where technically feasible, emails shall be produced in TIFF format.
9 TIFFs shall be produced as true color, single-page Group IV TIFF in 8½ X
10 11-inch page size images at a resolution of at least 300 DPI with the quality
11 setting of 75% or higher.
- 12 b. When producing documents in TIFF format, the image files shall be
13 produced along with Concordance/Opticon image load files, linking the
14 images to the corresponding document that indicate the beginning and
15 ending of each document, showing the Bates number of each page and the
16 appropriate unitization of the documents.
- 17 c. Each image file of an electronic document will be created directly from
18 the original electronic document. Image files shall show all text and
19 images that would be visible in the original electronic format (Native
20 Format), including redlines and speaker notes.
- 21 d. All TIFF files are to be provided with an accompanying searchable text
22 (.TXT) file extracted from the native, electronic file (not generated as an
23 OCR file from the TIFF image(s)), and such text files shall contain the full
24 text extraction. To the extent technically feasible, extracted text shall provide
25 all comments, tracked changes, speaker’s notes, and text from hidden
26 worksheets, slides, columns and rows. In the case of files with redacted text,
27 OCR’ed text of the redacted documents may be provided in lieu of extracted
28 text. OCR software should be set to the highest quality setting during

1 processing.

- 2 e. All documents shall be produced in their original language. For documents
3 in foreign languages, the OCR shall be performed using an OCR tool and
4 settings suitable for the particular byte or multi-byte languages.
- 5 f. Each text file shall be named according to the Bates number of the first page
6 of the corresponding image files (e.g., BATES000001.TXT).
- 7 g. Microsoft Word Documents (or similar) (.DOC, .DOCX, or substantially
8 similar non-Microsoft file formats) should be produced as a single color
9 PDF file for each Document, containing all images for that document, and
10 should be imaged in a manner that captures track changes and comments.
11 To the extent Plaintiffs believes the converted image format distorts, omits,
12 or causes information to be improperly displayed, Plaintiffs may request
13 the Document in Native Format and the Parties shall meet and confer to
14 attempt to resolve the problem(s).
- 15 h. In the case of email, the corresponding text file shall include, where
16 reasonably available: (1) the individual(s) to whom the communication was
17 directed ("To"); (2) the author(s) of the email communication ("From"); (3)
18 who was copied and blind copied on such email ("CC" and "BCC"); (4) the
19 subject line of the email ("RE" or "Subject"); (5) the names of any
20 attachments; and (6) the text (body) of the email.
- 21 i. The following ESI shall be produced in native file format:
- 22 i. Excel files;
- 23 ii. Text message files;
- 24 iii. Presentation files (e.g., PowerPoint);
- 25 iv. Personal databases (MS Access);
- 26 v. Audio/video files;
- 27 vi. Web pages;
- 28 vii. Animations;

- 1 viii. Source code.
- 2 j. To the extent responsive Text Messages are being produced, they will be
- 3 produced in a reasonable usable format. YOU will disclose its production
- 4 format of Text Messages to the Plaintiffs prior to the production of Text
- 5 Messages. Plaintiffs retain their rights to meet and confer on the production
- 6 format to address any concerns.
- 7 k. The Parties reserve the right to request production of other ESI types in
- 8 Native Format, for example, that documents be produced in Microsoft
- 9 Word, in addition to TIFF images. The Parties agree to meet and confer
- 10 regarding such requests.
- 11 l. PowerPoint or other presentation files should be produced in Native Format
- 12 as (e.g., as .PPT files). PowerPoint presentations shall also be produced in
- 13 full-slide image format, along with speaker notes (which should follow the
- 14 full images of the slides) with related searchable text, Metadata, and
- 15 bibliographic information.
- 16 m. In the case of personal database (e.g., MS Access) files containing
- 17 confidential or privileged information, the parties shall meet and confer to
- 18 determine the appropriate form of production.
- 19 n. ESI shall be processed in a manner that preserves hidden columns or rows,
- 20 hidden text, worksheets, notes, tracked changes, and comments. Any Party
- 21 seeking a deviation from this provision must provide notice to other Parties
- 22 and the Parties agree to meet and confer regarding such requests.
- 23 o. The Parties will meet and confer about objective coding fields and
- 24 Metadata that will be produced for all ESI—including ESI produced in
- 25 TIFF or Native Format, and any such Metadata will be produced in
- 26 accordance with the Parties' agreement or in accordance with any ESI
- 27 Protocol to be agreed upon by the Parties.
- 28 p. Any Document produced in native format, will be produced according to

1 the following specifications:

- 2 i. A unique Bates number and confidentiality designation shall be
3 used as the file name and the original file name and file extension
4 shall be preserved in the corresponding load file. An example of this
5 convention would be: "BATES000001_HighlyConfidential.xls"
- 6 ii. The native format Documents shall be accompanied by reference
7 information that sets forth for each document, sufficient information
8 to allow the Parties to track and authenticate the native format
9 documents produced, including: (i) the name of the custodian from
10 whose files the electronic file is produced; (ii) an appropriately
11 calculated "MD-5 Hash Value"; (iii) the original name of the file;
12 and (iv) a Bates number.
- 13 iii. In all cases, unless there is no textual content, an OCR or Extracted
14 Text file shall be produced along with the native file. For any native
15 format documents that cannot be imaged or where the image is
16 produced as a separate document, a single page placeholder image
17 shall be provided that indicates the file was produced in native
18 format and contains the Bates number and confidential designation,
19 if any, of the corresponding file.
- 20 iv. In order to preserve the integrity of any file produced in Native
21 Format, no Bates number, confidentiality designation or internal
22 tracking number should be added to the body of the Native Format
23 document unless otherwise agreed to between the Producing Party
24 and the Receiving Party during any meet and confer related to the
25 production of that Native Format document.
- 26 v. Plaintiffs may also request that You produce additional file types of
27 electronic Documents in Native Format where converted image
28 formats distort or otherwise cause information to be improperly

1 displayed. The Parties shall meet and confer regarding such requests
2 in good faith and cooperation.

3 4. These Requests for Productions should be deemed continuing such that if Your
4 directors, officers, employees, agents, representatives or any person acting on Your behalf,
5 subsequently discover or obtain possession, custody, or control of any document or ESI
6 previously requested or required to be produced, and supplemental productions should be
7 provided as additional documents become available.

8 5. If You claim You are unable to produce a Document, you must state whether that
9 inability is because the Document never existed; has been destroyed, lost, misplaced or stolen; or
10 has never been or is no longer in your possession, custody or control. Such a statement must
11 further set forth the name and address of any person or entity that you know or believe to have
12 possession, custody or control of that item or category of item. If any Document responsive to a
13 request has been destroyed, produce all documents describing or referencing: (1) the contents of
14 the lost or destroyed document; (2) all locations in which any copy of the lost or destroyed
15 Document had been maintained; (3) the date of any such loss or destruction to the extent known;
16 (4) the name of each person who ordered, authorized and carried out the destruction of any lost or
17 destroyed Document; (5) all document retention and destruction policies in effect at the time any
18 requested Document was destroyed; and (6) all efforts made to locate any responsive Document
19 alleged to have been lost or destroyed.

20 6. If You object to any item or category of item, Your response shall (a) identify with
21 particularity each document or thing to which the objection is made and (b) set forth clearly the
22 extent of, and specific ground for, the objection; and You should respond to the Request to the
23 extent it is not objectionable.

24 7. If You object that a Document is covered by the attorney-client or other privilege,
25 or is work-product, You shall provide a Privilege Log containing: (1) the name of the Document;
26 (2) the name and address of the person(s) who prepared it; (3) the person(s) to whom it was
27 directed or circulated; (4) the date on which the Document was prepared or transmitted; (5) the
28 name and address of the person(s) now in possession of the Document; (6) the description of the

1 subject matter of the Document; and (7) the specific nature of the privilege claimed, including the
2 reasons and each and every fact supporting the withholding, and legal basis sufficient to
3 determine whether the claim of privilege is valid with respect to the Document (without revealing
4 privileged information).

5 **REQUESTS FOR PRODUCTION**

- 6 1. All licensing agreements related to AI training data.
7 2. All Documents and Communications related to any licensing agreements concerning AI
8 training data, including terms, conditions, and consideration.
9 3. All Documents and Communications related to licensing books for the use as AI training
10 data.
11 4. All Documents and Communications, including discussions, deliberations, or negotiations
12 related to any actual, proposed, or contemplated licensing agreements for AI training data,
13 including any actual, proposed, or contemplated terms, conditions, and consideration.
14 5. All Documents and Communications relating to the valuation of licenses for AI training
15 data.
16 6. All Communications with Meta relating to topics 1-5, above, for the time period from
17 January 1, 2023, to June 30, 2023.
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CERTIFICATE OF SERVICE

I, the undersigned, am employed by the Lieff Cabraser Heimann & Bernstein, LLP. My business address is 275 Battery Street, 29th Floor, San Francisco, California 94111-3339. I am over the age of eighteen and not a party to this action.

On November 7, 2024, I caused the following documents to be served by email upon the parties listed on the attached Service List:

- **PLAINTIFFS' NOTICE OF SUBPOENA AND SUBPOENA TO BLOOMSBURY PUBLISHING**

I declare under penalty of perjury that the foregoing is true and correct. Executed November 7, 2024, at San Francisco, California.

/s/Daniel M. Hutchinson
Daniel M. Hutchinson

SERVICE LIST**COOLEY LLP**

Bobby A. Ghajar
 Colette Ani Ghazarian
 1333 2nd Street, Suite 400
 Santa Monica, CA 90401
 bghajar@cooley.com
 cghazarian@cooley.com

Kathleen R. Hartnett
 3 Embarcadero Center, 20th Floor
 San Francisco, CA 94111-4004
 khartnett@cooley.com

Judd D. Lauter
 Elizabeth Lee Stameshkin
 3175 Hanover Street
 Palo Alto, CA 94304
 jlauter@cooley.com
 lstameshkin@cooley.com

LEX LUMINA PLLC

Mark Alan Lemley
 745 Fifth Avenue, Suite 500
 New York, NY 10151
 mlemley@lex-lumina.com

CLEARY GOTTlieb STEEN & HAMILTON LLP

Angela L. Dunning
 1841 Page Mill Road
 Palo Alto, CA 94304-1254
 adunning@cgsh.com

*Counsel for Defendant
 Meta Platforms, Inc.*

BOIES SCHILLER FLEXNER LLP

David Boies (*pro hac vice*)
 333 Main Street
 Armonk, NY 10504
 dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
 Joshua I. Schiller (SBN 330653)
 Joshua M. Stein (SBN 298856)
 44 Montgomery Street, 41st Floor
 San Francisco, CA 94104
 mpritt@bsflfp.com
 jischiller@bsflfp.com
 jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
 1401 New York Ave, NW
 Washington, DC 20005
 jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
 55 Hudson Yards, 20th Floor
 New York, NY 10001
 dsimons@bsflfp.com

CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP

Bryan L. Clobes (*pro hac vice*)
 135 S. LaSalle Street, Suite 3210
 Chicago, IL 60603
 bclobes@caffertyclobes.com

DICELLO LEVITT

David A. Straite (*pro hac vice*)
 485 Lexington Avenue, Suite 1001
 New York, NY 10017
 dstraite@dicellolevitt.com

Amy Keller
 Nada Djordjevic
 James A. Ulwick
 Madeline Hills
 10 North Dearborn Street, 6th Floor
 Chicago, Illinois 60602
 akeller@dicellolevitt.com
 ndjordjevic@dicellolevitt.com
 julwick@dicellolevitt.com
 mhills@dicellolevitt.com

Counsel for Plaintiffs

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff

v.

Defendant)
)
)
)
)
)
)

Civil Action No. _____

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To:

(Name of person to whom this subpoena is directed)

☐ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Place:	Date and Time:
--------	----------------

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____

CLERK OF COURT

OR

*Signature of Clerk or Deputy Clerk*_____
Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) _____, who issues or requests this subpoena, are:

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. _____

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)*

I received this subpoena for *(name of individual and title, if any)* _____
 on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
 tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
 \$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

Exhibit B-3

Plaintiffs' Document Subpoena Packet to
Dramatist's Play Service, Inc.

**Lieff
Cabraser
Heimann &
Bernstein**
Attorneys at Law

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
t 415.956.1000
f 415.956.1008

October 25, 2024

Daniel M. Hutchinson
Partner
dhutchinson@lchb.com

VIA HAND DELIVER

Dramatist's Play Service, Inc.
440 Park Avenue South, 11th Floor
New York, NY 10016

RE: *Kadrey, et al., v. Meta Platforms, Inc.*, Case No. 3:23-cv-03417-VC

To Whom It May Concern:

Lieff Cabraser Heimann & Bernstein, LLP ("LCHB") represents Plaintiffs in the above captioned class-action lawsuit. As part of that lawsuit, LCHB is seeking relevant information (documents and data) to support Plaintiffs' claims. You are not being sued, and you are not a party to this lawsuit. Rather, you are receiving the enclosed Notice of Subpoena and Subpoena because Plaintiffs believe that you are among those who possess highly relevant information related to Plaintiffs' claims. Plaintiffs' claims are fully described in the Complaint, attached to the Subpoena as Exhibit 1.

We hope that you will work with us to provide the documents and/or data sought by the Subpoena. We are happy to work with you or your attorney to make the production of such information as efficient and easy as possible. Any information you provide will be kept confidential under the Stipulated Protective Order issued by the Court in this case and attached to the Subpoena as Exhibit 2.

We hope that you or your attorney will contact us so that we may further discuss the subpoena and any issues involved in production, including the date, location, and easiest method for production. The contact at our firm regarding the Subpoena is Daniel M. Hutchinson, dhutchinson@lchb.com, (415) 956.1000. Please feel free to contact us with any questions.

Very truly yours,



Daniel M. Hutchinson

DMH/wp

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
COWAN DEBAETS ABRAHAMS &
SHEPPARD LLP
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

[Additional counsel included below]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

RICHARD KADREY, et al.,

Individual and Representative Plaintiff,

Plaintiffs,

v.

META PLATFORMS, INC.,

Defendant.

Case No. 3:23-cv-03417-VC

**PLAINTIFFS' NOTICE OF SUBPOENA
AND SUBPOENA TO DRAMATIST'S
PLAY SERVICE, INC.**

PLEASE TAKE NOTICE that, pursuant to Rule 45 of the Federal Rules of Civil Procedure, Plaintiffs Richard Kadrey, et al., intend to serve the attached Subpoena upon Dramatist's Play Service, Inc. to produce the information described in the Schedule A attached thereto at the time and place specified on the Subpoena or a time and place as counsel may agree.

Dated: November 7, 2024

Respectfully submitted,

By: /s/ Daniel M. Hutchinson
Daniel M. Hutchinson

David Boies (*pro hac vice*)
BOIES SCHILLER FLEXNER LLP
333 Main Street
Armonk, NY 10504
(914) 749-8200
dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
Joshua I. Schiller (SBN 330653)
Joshua M. Stein (SBN 298856)
44 Montgomery Street, 41st Floor
San Francisco, CA 94104
(415) 293-6800
mpritt@bsflfp.com
jischiller@bsflfp.com
jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
1401 New York Ave, NW
Washington, DC 20005
(202) 237-2727
jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
55 Hudson Yards, 20th Floor
New York, NY 10001
(914) 749-8200
dsimons@bsflfp.com

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
**COWAN DEBAETS ABRAHAMS
& SHEPPARD LLP**
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

1 Joseph R. Saveri (SBN 130064)
2 Cadio Zirpoli (SBN 179108)
3 Christopher K.L. Young (SBN 318371)
4 Holden Benon (SBN 325847)
5 Aaron Cera (SBN 351163)
6 **JOSEPH SAVERI LAW FIRM, LLP**
7 601 California Street, Suite 1505
8 San Francisco, California 94108
9 (415) 500-6800
10 jsaveri@saverilawfirm.com
11 czirpoli@saverilawfirm.com
12 cyoung@saverilawfirm.com
13 hbenon@saverilawfirm.com
14 acera@saverilawfirm.com

15 Matthew Butterick (SBN 250953)
16 1920 Hillhurst Avenue, #406
17 Los Angeles, CA 90027
18 (323) 968-2632
19 mb@buttericklaw.com

20 **CAFFERTY CLOBES**
21 **MERIWETHER & SPRENGEL LLP**
22 Bryan L. Clobes (*pro hac vice*)
23 135 S. LaSalle Street, Suite 3210
24 Chicago, IL 60603
25 (312) 782-4880
26 bclobes@caffertyclobes.com

27 **DICELLO LEVITT**
28 David A. Straite (*pro hac vice*)
485 Lexington Avenue, Suite 1001
New York, NY 10017
(646) 933-1000
dstraite@dicellolevitt.com

Amy Keller
Nada Djordjevic
James A. Ulwick
Madeline Hills
10 North Dearborn Street, 6th Floor
Chicago, Illinois 60602
(312) 214-7900
akeller@dicellolevitt.com
ndjordjevic@dicellolevitt.com
julwick@dicellolevitt.com
mhills@dicellolevitt.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

SCHEDULE A

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, the following is a list of requests (“Requests”) sought from the recipient of this Subpoena. These Requests seek information to support Plaintiffs’ claims as alleged in Plaintiffs’ Corrected Second Consolidated Amended Complaint in *Kadrey et al. v. Meta Platforms Inc.*, Case No. 3:23-cv-03417-VC (N.D. Cal. 2023).

DEFINITIONS

As used herein, the following words, terms, and phrases—whether singular or plural, or in an alternate verb tense—shall have the meanings ascribed below. Defined terms may not be capitalized or made uppercase. The given definitions apply even if a term in question is not capitalized or made uppercase. No waiver of a definition is implied by the use of a defined term in a non-capitalized or lowercase form:

1. “Agreements” means any oral or written contract, arrangement or understanding, whether formal or information, between two or more Persons, including all drafts, versions, modifications, amendments, attachments, exhibits, and appendices thereof.

2. “AI Training Data” refers to any data used to develop, improve, or refine a machine-learning model, including a large language model. This includes, but is not limited to, feeding data into the model, adjusting algorithms, optimizing parameters, RLHF and testing, validating, and updating models. It also includes the selection, preparation, and use of Datasets, the execution of supervised, unsupervised, or reinforcement learning techniques, and any pre-processing steps, model tuning, cross-validation, and performance evaluations.

3. “All,” “Or,” and “And” should be understood to include and encompass “any”; “or” should be understood to include and encompass “and”; and “and” should be understood to include and encompass “or.”

4. “Communications” means oral or written communications of any kind, communicated directly or indirectly, including, without limitation inquiries, complaints, discussions, conversations, negotiations, agreements, meetings, interviews, telephone

1 conversations, letters, correspondences, memoranda, notes, telegrams, facsimiles, electronic mail
 2 (e-mail) messages and attachments, instant or direct messages (including SMS messages, text
 3 messages, Apple iMessages, Slack messages, Teams messages), memoranda, documents,
 4 writings, or other forms of communications. The term “Communications” includes instances
 5 where one party disseminates information that the other party receives but does not respond to.

6 5. “Complaint” refers to the operative complaint at the time documents are produced
 7 in response to these requests. At the time of service, the currently operative Complaint is
 8 Plaintiffs’ Corrected Second Consolidated Amended Complaint. ECF No. 133.

9 6. “Concerning,” whether capitalized or not, refers to and includes “constituting,”
 10 “evidencing,” “supporting,” “regarding,” “mentioning,” “reflecting,” “concerning,” “relating to,”
 11 “referring to,” “pertaining to,” “alluding to,” “responding to,” “proving,” “discussing,”
 12 “assessing,” “disproving,” “connected with,” “commenting on,” “about,” “showing,”
 13 “describing,” and/or logically or factually dealing with the matter described in the request in
 14 which the term appears.

15 7. “Defendant” means Defendant Meta Platforms, Inc.

16 8. “Document” is used in its broadest sense allowed by Rule 34(a) of the Federal
 17 Rules of Civil Procedure and includes, but is not limited to, any writings, drawings, graphs,
 18 handwriting, typewriting, printing, photostatting, photographing, photocopying, transmitting by
 19 electronic mail or facsimile, and every other means of recording upon any tangible thing, any
 20 form of communication or representation, including letters, words, pictures, sounds, or symbols,
 21 or combinations thereof, and any record thereby created, regardless of the manner in which the
 22 record has been stored.

23 This includes:

- 24 • The originals, drafts and All non-identical copies thereof, whether different from
 25 the original by reason of any notation made on such copies or otherwise;
- 26 • Booklets, brochures, pamphlets, circulars, notices, periodicals, papers, contracts,
 27 agreements, photographs, minutes, memoranda, messages, appraisals, analyses,
 28 reports, financial calculations and representations, invoices, accounting and diary

1 entries, inventory sheets, diaries, appointment books or calendars, teletypes,
 2 telefaxes, thermafaxes, ledgers, trial balances, correspondence, telegrams, press
 3 releases, advertisements, notes, working papers, drawings, schedules, tabulations,
 4 projections, information or programs stored in a computer (whether or not ever
 5 printed out or displayed), and All drafts, alterations, modifications, changes or
 6 amendments of any of the foregoing;

- 7 • Graphic or aural representations of any kind, including, without limitation,
 8 photographs, microfiche, microfilm, videotapes, recordings, drawing, charts and
 9 motion pictures;
- 10 • All letters, words, pictures, sounds, or symbols, or combinations thereof stored in
 11 or on any electronic, mechanical, magnetic, or optical device including, but not
 12 limited to: (i) computer data storage devices (servers, laptops hard-drives, flash
 13 drives, discs, magnetic cards, and the like), (ii) the internet or “the Cloud” (such as
 14 e-mail, web posts, social media posts, internet pages, etc.), and (iii) information
 15 stored on cell phones.

16 9. “Including” and “Includes,” whether capitalized or not, are used to provide
 17 examples of certain types of information and should not be construed as limiting a request or
 18 definition in any way. The terms “including” and “includes” shall be construed as if followed by
 19 the phrase “but not limited to.”

20 10. “Licensing agreement” means a strategic collaboration agreement and/or any
 21 agreement with the purpose and/or effect of developing AI products and/or features using Your
 22 content and/or materials.

23 11. “Meta” means Meta Platforms, Inc., and its employees, agents, attorneys,
 24 accountants, representatives, predecessors or successors-in-interest, any corporation or
 25 partnership under its direction, or any other person or entity acting on its behalf or under its
 26 control.

27 12. “OCR” means optical character recognition.

28 13. “Person” means any natural person or any business, legal, or governmental entity

1 or association.

2 14. “Relevant Period” includes and encompasses all times relevant to the acts and
3 failures to act which are relevant to the Complaint.

4 15. “RLHF” means “reinforcement learning from human feedback.”

5 16. “You” or “Your” refers to Dramatist’s Play Service, Inc.

6 **INSTRUCTIONS**

7 1. Please separately respond to each item by stating (a) you will produce, (b) you are
8 presently unable to produce, or (c) you object to production.

9 2. Unless superseded by a mutually-agreed-upon stipulation, the following provisions
10 shall generally govern the production format and procedure for Hard Copy Documents and
11 images:

- 12 a. All Documents originating in hardcopy format will be produced as black-
13 and-white or color (if originally in color), single-page, 300 dpi Group IV
14 tagged image file format (“TIFF”) images, with OCR text and related path
15 provided in document level text files.
- 16 b. In scanning hardcopy documents, distinct documents should not be merged
17 into a single record, and single documents should not be split into multiple
18 records (i.e., hardcopy documents should be logically unitized). The
19 Producing Party will use reasonable efforts to unitize documents correctly.
- 20 c. Where a document, or a document group – such as folder, clipped bundle,
21 or binder – has an identification spine or other label, the information on the
22 label shall be scanned and produced as the first page of the document or
23 grouping.
- 24 d. Productions of the images shall be made using an image load file (.OPT or
25 .LFP) and a delimited database/Metadata load file (.DAT), pursuant to any
26 agreement to be made by the Parties or in accordance with any Stipulated
27 Order Regarding ESI Protocol and Production of ESI and Paper
28

1 Documents (“ESI Protocol”) to be entered by the Parties.

- 2 e. You will utilize best efforts to ensure that paper records for a particular
3 custodian, which are included in a single production, are produced in
4 consecutive Bates-stamp order.

5 3. Unless superseded by a mutually-agreed-upon stipulation regarding the production
6 of ESI, All Documents shall be produced in accordance with the specifications below except for
7 source code, which may be produced in accordance with the specifications below.

- 8 a. Where technically feasible, emails shall be produced in TIFF format.
9 TIFFs shall be produced as true color, single-page Group IV TIFF in 8½ X
10 11-inch page size images at a resolution of at least 300 DPI with the quality
11 setting of 75% or higher.
- 12 b. When producing documents in TIFF format, the image files shall be
13 produced along with Concordance/Opticon image load files, linking the
14 images to the corresponding document that indicate the beginning and
15 ending of each document, showing the Bates number of each page and the
16 appropriate unitization of the documents.
- 17 c. Each image file of an electronic document will be created directly from
18 the original electronic document. Image files shall show all text and
19 images that would be visible in the original electronic format (Native
20 Format), including redlines and speaker notes.
- 21 d. All TIFF files are to be provided with an accompanying searchable text
22 (.TXT) file extracted from the native, electronic file (not generated as an
23 OCR file from the TIFF image(s)), and such text files shall contain the full
24 text extraction. To the extent technically feasible, extracted text shall provide
25 all comments, tracked changes, speaker’s notes, and text from hidden
26 worksheets, slides, columns and rows. In the case of files with redacted text,
27 OCR’ed text of the redacted documents may be provided in lieu of extracted
28 text. OCR software should be set to the highest quality setting during

1 processing.

- 2 e. All documents shall be produced in their original language. For documents
3 in foreign languages, the OCR shall be performed using an OCR tool and
4 settings suitable for the particular byte or multi-byte languages.
- 5 f. Each text file shall be named according to the Bates number of the first page
6 of the corresponding image files (e.g., BATES000001.TXT).
- 7 g. Microsoft Word Documents (or similar) (.DOC, .DOCX, or substantially
8 similar non-Microsoft file formats) should be produced as a single color
9 PDF file for each Document, containing all images for that document, and
10 should be imaged in a manner that captures track changes and comments.
11 To the extent Plaintiffs believes the converted image format distorts, omits,
12 or causes information to be improperly displayed, Plaintiffs may request
13 the Document in Native Format and the Parties shall meet and confer to
14 attempt to resolve the problem(s).
- 15 h. In the case of email, the corresponding text file shall include, where
16 reasonably available: (1) the individual(s) to whom the communication was
17 directed ("To"); (2) the author(s) of the email communication ("From"); (3)
18 who was copied and blind copied on such email ("CC" and "BCC"); (4) the
19 subject line of the email ("RE" or "Subject"); (5) the names of any
20 attachments; and (6) the text (body) of the email.
- 21 i. The following ESI shall be produced in native file format:
- 22 i. Excel files;
- 23 ii. Text message files;
- 24 iii. Presentation files (e.g., PowerPoint);
- 25 iv. Personal databases (MS Access);
- 26 v. Audio/video files;
- 27 vi. Web pages;
- 28 vii. Animations;

- 1 viii. Source code.
- 2 j. To the extent responsive Text Messages are being produced, they will be
- 3 produced in a reasonable usable format. YOU will disclose its production
- 4 format of Text Messages to the Plaintiffs prior to the production of Text
- 5 Messages. Plaintiffs retain their rights to meet and confer on the production
- 6 format to address any concerns.
- 7 k. The Parties reserve the right to request production of other ESI types in
- 8 Native Format, for example, that documents be produced in Microsoft
- 9 Word, in addition to TIFF images. The Parties agree to meet and confer
- 10 regarding such requests.
- 11 l. PowerPoint or other presentation files should be produced in Native Format
- 12 as (e.g., as .PPT files). PowerPoint presentations shall also be produced in
- 13 full-slide image format, along with speaker notes (which should follow the
- 14 full images of the slides) with related searchable text, Metadata, and
- 15 bibliographic information.
- 16 m. In the case of personal database (e.g., MS Access) files containing
- 17 confidential or privileged information, the parties shall meet and confer to
- 18 determine the appropriate form of production.
- 19 n. ESI shall be processed in a manner that preserves hidden columns or rows,
- 20 hidden text, worksheets, notes, tracked changes, and comments. Any Party
- 21 seeking a deviation from this provision must provide notice to other Parties
- 22 and the Parties agree to meet and confer regarding such requests.
- 23 o. The Parties will meet and confer about objective coding fields and
- 24 Metadata that will be produced for all ESI—including ESI produced in
- 25 TIFF or Native Format, and any such Metadata will be produced in
- 26 accordance with the Parties' agreement or in accordance with any ESI
- 27 Protocol to be agreed upon by the Parties.
- 28 p. Any Document produced in native format, will be produced according to

1 the following specifications:

- 2 i. A unique Bates number and confidentiality designation shall be
3 used as the file name and the original file name and file extension
4 shall be preserved in the corresponding load file. An example of this
5 convention would be: "BATES000001_HighlyConfidential.xls"
- 6 ii. The native format Documents shall be accompanied by reference
7 information that sets forth for each document, sufficient information
8 to allow the Parties to track and authenticate the native format
9 documents produced, including: (i) the name of the custodian from
10 whose files the electronic file is produced; (ii) an appropriately
11 calculated "MD-5 Hash Value"; (iii) the original name of the file;
12 and (iv) a Bates number.
- 13 iii. In all cases, unless there is no textual content, an OCR or Extracted
14 Text file shall be produced along with the native file. For any native
15 format documents that cannot be imaged or where the image is
16 produced as a separate document, a single page placeholder image
17 shall be provided that indicates the file was produced in native
18 format and contains the Bates number and confidential designation,
19 if any, of the corresponding file.
- 20 iv. In order to preserve the integrity of any file produced in Native
21 Format, no Bates number, confidentiality designation or internal
22 tracking number should be added to the body of the Native Format
23 document unless otherwise agreed to between the Producing Party
24 and the Receiving Party during any meet and confer related to the
25 production of that Native Format document.
- 26 v. Plaintiffs may also request that You produce additional file types of
27 electronic Documents in Native Format where converted image
28 formats distort or otherwise cause information to be improperly

1 displayed. The Parties shall meet and confer regarding such requests
2 in good faith and cooperation.

3 4. These Requests for Productions should be deemed continuing such that if Your
4 directors, officers, employees, agents, representatives or any person acting on Your behalf,
5 subsequently discover or obtain possession, custody, or control of any document or ESI
6 previously requested or required to be produced, and supplemental productions should be
7 provided as additional documents become available.

8 5. If You claim You are unable to produce a Document, you must state whether that
9 inability is because the Document never existed; has been destroyed, lost, misplaced or stolen; or
10 has never been or is no longer in your possession, custody or control. Such a statement must
11 further set forth the name and address of any person or entity that you know or believe to have
12 possession, custody or control of that item or category of item. If any Document responsive to a
13 request has been destroyed, produce all documents describing or referencing: (1) the contents of
14 the lost or destroyed document; (2) all locations in which any copy of the lost or destroyed
15 Document had been maintained; (3) the date of any such loss or destruction to the extent known;
16 (4) the name of each person who ordered, authorized and carried out the destruction of any lost or
17 destroyed Document; (5) all document retention and destruction policies in effect at the time any
18 requested Document was destroyed; and (6) all efforts made to locate any responsive Document
19 alleged to have been lost or destroyed.

20 6. If You object to any item or category of item, Your response shall (a) identify with
21 particularity each document or thing to which the objection is made and (b) set forth clearly the
22 extent of, and specific ground for, the objection; and You should respond to the Request to the
23 extent it is not objectionable.

24 7. If You object that a Document is covered by the attorney-client or other privilege,
25 or is work-product, You shall provide a Privilege Log containing: (1) the name of the Document;
26 (2) the name and address of the person(s) who prepared it; (3) the person(s) to whom it was
27 directed or circulated; (4) the date on which the Document was prepared or transmitted; (5) the
28 name and address of the person(s) now in possession of the Document; (6) the description of the

1 subject matter of the Document; and (7) the specific nature of the privilege claimed, including the
2 reasons and each and every fact supporting the withholding, and legal basis sufficient to
3 determine whether the claim of privilege is valid with respect to the Document (without revealing
4 privileged information).

5 **REQUESTS FOR PRODUCTION**

- 6 1. All licensing agreements related to AI training data.
7 2. All Documents and Communications related to any licensing agreements concerning AI
8 training data, including terms, conditions, and consideration.
9 3. All Documents and Communications related to licensing books for the use as AI training
10 data.
11 4. All Documents and Communications, including discussions, deliberations, or negotiations
12 related to any actual, proposed, or contemplated licensing agreements for AI training data,
13 including any actual, proposed, or contemplated terms, conditions, and consideration.
14 5. All Documents and Communications relating to the valuation of licenses for AI training
15 data.
16 6. All Communications with Meta relating to topics 1-5, above, for the time period from
17 January 1, 2023, to June 30, 2023.
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CERTIFICATE OF SERVICE

I, the undersigned, am employed by the Lieff Cabraser Heimann & Bernstein, LLP. My business address is 275 Battery Street, 29th Floor, San Francisco, California 94111-3339. I am over the age of eighteen and not a party to this action.

On November 7, 2024, I caused the following documents to be served by email upon the parties listed on the attached Service List:

- **PLAINTIFFS' NOTICE OF SUBPOENA AND SUBPOENA TO
DRAMATIST'S PLAY SERVICE, INC.**

I declare under penalty of perjury that the foregoing is true and correct. Executed November 7, 2024, at San Francisco, California.

/s/Daniel M. Hutchinson
Daniel M. Hutchinson

SERVICE LIST**COOLEY LLP**

Bobby A. Ghajar
 Colette Ani Ghazarian
 1333 2nd Street, Suite 400
 Santa Monica, CA 90401
 bghajar@cooley.com
 cghazarian@cooley.com

Kathleen R. Hartnett
 3 Embarcadero Center, 20th Floor
 San Francisco, CA 94111-4004
 khartnett@cooley.com

Judd D. Lauter
 Elizabeth Lee Stameshkin
 3175 Hanover Street
 Palo Alto, CA 94304
 jlauter@cooley.com
 lstameshkin@cooley.com

LEX LUMINA PLLC

Mark Alan Lemley
 745 Fifth Avenue, Suite 500
 New York, NY 10151
 mlemley@lex-lumina.com

CLEARY GOTTlieb STEEN & HAMILTON LLP

Angela L. Dunning
 1841 Page Mill Road
 Palo Alto, CA 94304-1254
 adunning@cgsh.com

*Counsel for Defendant
 Meta Platforms, Inc.*

BOIES SCHILLER FLEXNER LLP

David Boies (*pro hac vice*)
 333 Main Street
 Armonk, NY 10504
 dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
 Joshua I. Schiller (SBN 330653)
 Joshua M. Stein (SBN 298856)
 44 Montgomery Street, 41st Floor
 San Francisco, CA 94104
 mpritt@bsflfp.com
 jischiller@bsflfp.com
 jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
 1401 New York Ave, NW
 Washington, DC 20005
 jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
 55 Hudson Yards, 20th Floor
 New York, NY 10001
 dsimons@bsflfp.com

CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP

Bryan L. Clobes (*pro hac vice*)
 135 S. LaSalle Street, Suite 3210
 Chicago, IL 60603
 bclobes@caffertyclobes.com

DICELLO LEVITT

David A. Straite (*pro hac vice*)
 485 Lexington Avenue, Suite 1001
 New York, NY 10017
 dstraite@dicellolevitt.com

Amy Keller
 Nada Djordjevic
 James A. Ulwick
 Madeline Hills
 10 North Dearborn Street, 6th Floor
 Chicago, Illinois 60602
 akeller@dicellolevitt.com
 ndjordjevic@dicellolevitt.com
 julwick@dicellolevitt.com
 mhills@dicellolevitt.com

Counsel for Plaintiffs

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff

v.

Defendant)
)
)
)
)
)
)

Civil Action No. _____

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To:

(Name of person to whom this subpoena is directed)

☐ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Place:	Date and Time:
--------	----------------

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____

CLERK OF COURT

OR

*Signature of Clerk or Deputy Clerk*_____
Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) _____, who issues or requests this subpoena, are:

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

Exhibit B-4

Plaintiffs' Document Subpoena Packet to
Hachette Book Group

**Lieff
Cabraser
Heimann &
Bernstein**
Attorneys at Law

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
t 415.956.1000
f 415.956.1008

October 25, 2024

Daniel M. Hutchinson
Partner
dhutchinson@lchb.com

VIA HAND DELIVER

Hachette Book Group, Inc.
28 Liberty Street
New York, NY 10005

RE: *Kadrey, et al., v. Meta Platforms, Inc.*, Case No. 3:23-cv-03417-VC

To Whom It May Concern:

Lieff Cabraser Heimann & Bernstein, LLP (“LCHB”) represents Plaintiffs in the above captioned class-action lawsuit. As part of that lawsuit, LCHB is seeking relevant information (documents and data) to support Plaintiffs’ claims. You are not being sued, and you are not a party to this lawsuit. Rather, you are receiving the enclosed Notice of Subpoena and Subpoena because Plaintiffs believe that you are among those who possess highly relevant information related to Plaintiffs’ claims. Plaintiffs’ claims are fully described in the Complaint, attached to the Subpoena as Exhibit 1.

We hope that you will work with us to provide the documents and/or data sought by the Subpoena. We are happy to work with you or your attorney to make the production of such information as efficient and easy as possible. Any information you provide will be kept confidential under the Stipulated Protective Order issued by the Court in this case and attached to the Subpoena as Exhibit 2.

We hope that you or your attorney will contact us so that we may further discuss the subpoena and any issues involved in production, including the date, location, and easiest method for production. The contact at our firm regarding the Subpoena is Daniel M. Hutchinson, dhutchinson@lchb.com, (415) 956.1000. Please feel free to contact us with any questions.

Very truly yours,



Daniel M. Hutchinson

DMH/wp

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
COWAN DEBAETS ABRAHAMS &
SHEPPARD LLP
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

[Additional counsel included below]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

RICHARD KADREY, et al.,

Individual and Representative Plaintiff,

Plaintiffs,

v.

META PLATFORMS, INC.,

Defendant.

Case No. 3:23-cv-03417-VC

**PLAINTIFFS' NOTICE OF SUBPOENA
AND SUBPOENA TO HACHETTE BOOK
GROUP, INC.**

PLEASE TAKE NOTICE that, pursuant to Rule 45 of the Federal Rules of Civil Procedure, Plaintiffs Richard Kadrey, et al., intend to serve the attached Subpoena upon Hachette Book Group, Inc. to produce the information described in the Schedule A attached thereto at the time and place specified on the Subpoena or a time and place as counsel may agree.

Dated: November 7, 2024

Respectfully submitted,

By: /s/ Daniel M. Hutchinson
Daniel M. Hutchinson

David Boies (*pro hac vice*)
BOIES SCHILLER FLEXNER LLP
333 Main Street
Armonk, NY 10504
(914) 749-8200
dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
Joshua I. Schiller (SBN 330653)
Joshua M. Stein (SBN 298856)
44 Montgomery Street, 41st Floor
San Francisco, CA 94104
(415) 293-6800
mpritt@bsflfp.com
jischiller@bsflfp.com
jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
1401 New York Ave, NW
Washington, DC 20005
(202) 237-2727
jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
55 Hudson Yards, 20th Floor
New York, NY 10001
(914) 749-8200
dsimons@bsflfp.com

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
**COWAN DEBAETS ABRAHAMS
& SHEPPARD LLP**
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

1 Joseph R. Saveri (SBN 130064)
2 Cadio Zirpoli (SBN 179108)
3 Christopher K.L. Young (SBN 318371)
4 Holden Benon (SBN 325847)
5 Aaron Cera (SBN 351163)
6 **JOSEPH SAVERI LAW FIRM, LLP**
7 601 California Street, Suite 1505
8 San Francisco, California 94108
9 (415) 500-6800
10 jsaveri@saverilawfirm.com
11 czirpoli@saverilawfirm.com
12 cyoung@saverilawfirm.com
13 hbenon@saverilawfirm.com
14 acera@saverilawfirm.com

15 Matthew Butterick (SBN 250953)
16 1920 Hillhurst Avenue, #406
17 Los Angeles, CA 90027
18 (323) 968-2632
19 mb@buttericklaw.com

20 **CAFFERTY CLOBES**
21 **MERIWETHER & SPRENGEL LLP**
22 Bryan L. Clobes (*pro hac vice*)
23 135 S. LaSalle Street, Suite 3210
24 Chicago, IL 60603
25 (312) 782-4880
26 bclobes@caffertyclobes.com

27 **DICELLO LEVITT**
28 David A. Straite (*pro hac vice*)
485 Lexington Avenue, Suite 1001
New York, NY 10017
(646) 933-1000
dstraite@dicellolevitt.com

Amy Keller
Nada Djordjevic
James A. Ulwick
Madeline Hills
10 North Dearborn Street, 6th Floor
Chicago, Illinois 60602
(312) 214-7900
akeller@dicellolevitt.com
ndjordjevic@dicellolevitt.com
julwick@dicellolevitt.com
mhills@dicellolevitt.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

SCHEDULE A

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, the following is a list of requests (“Requests”) sought from the recipient of this Subpoena. These Requests seek information to support Plaintiffs’ claims as alleged in Plaintiffs’ Corrected Second Consolidated Amended Complaint in *Kadrey et al. v. Meta Platforms Inc.*, Case No. 3:23-cv-03417-VC (N.D. Cal. 2023).

DEFINITIONS

As used herein, the following words, terms, and phrases—whether singular or plural, or in an alternate verb tense—shall have the meanings ascribed below. Defined terms may not be capitalized or made uppercase. The given definitions apply even if a term in question is not capitalized or made uppercase. No waiver of a definition is implied by the use of a defined term in a non-capitalized or lowercase form:

1. “Agreements” means any oral or written contract, arrangement or understanding, whether formal or informal, between two or more Persons, including all drafts, versions, modifications, amendments, attachments, exhibits, and appendices thereof.

2. “AI Training Data” refers to any data used to develop, improve, or refine a machine-learning model, including a large language model. This includes, but is not limited to, feeding data into the model, adjusting algorithms, optimizing parameters, RLHF and testing, validating, and updating models. It also includes the selection, preparation, and use of Datasets, the execution of supervised, unsupervised, or reinforcement learning techniques, and any pre-processing steps, model tuning, cross-validation, and performance evaluations.

3. “All,” “Or,” and “And” should be understood to include and encompass “any”; “or” should be understood to include and encompass “and”; and “and” should be understood to include and encompass “or.”

4. “Communications” means oral or written communications of any kind, communicated directly or indirectly, including, without limitation inquiries, complaints, discussions, conversations, negotiations, agreements, meetings, interviews, telephone

1 conversations, letters, correspondences, memoranda, notes, telegrams, facsimiles, electronic mail
 2 (e-mail) messages and attachments, instant or direct messages (including SMS messages, text
 3 messages, Apple iMessages, Slack messages, Teams messages), memoranda, documents,
 4 writings, or other forms of communications. The term “Communications” includes instances
 5 where one party disseminates information that the other party receives but does not respond to.

6 5. “Complaint” refers to the operative complaint at the time documents are produced
 7 in response to these requests. At the time of service, the currently operative Complaint is
 8 Plaintiffs’ Corrected Second Consolidated Amended Complaint. ECF No. 133.

9 6. “Concerning,” whether capitalized or not, refers to and includes “constituting,”
 10 “evidencing,” “supporting,” “regarding,” “mentioning,” “reflecting,” “concerning,” “relating to,”
 11 “referring to,” “pertaining to,” “alluding to,” “responding to,” “proving,” “discussing,”
 12 “assessing,” “disproving,” “connected with,” “commenting on,” “about,” “showing,”
 13 “describing,” and/or logically or factually dealing with the matter described in the request in
 14 which the term appears.

15 7. “Defendant” means Defendant Meta Platforms, Inc.

16 8. “Document” is used in its broadest sense allowed by Rule 34(a) of the Federal
 17 Rules of Civil Procedure and includes, but is not limited to, any writings, drawings, graphs,
 18 handwriting, typewriting, printing, photostatting, photographing, photocopying, transmitting by
 19 electronic mail or facsimile, and every other means of recording upon any tangible thing, any
 20 form of communication or representation, including letters, words, pictures, sounds, or symbols,
 21 or combinations thereof, and any record thereby created, regardless of the manner in which the
 22 record has been stored.

23 This includes:

- 24 • The originals, drafts and All non-identical copies thereof, whether different from
 25 the original by reason of any notation made on such copies or otherwise;
- 26 • Booklets, brochures, pamphlets, circulars, notices, periodicals, papers, contracts,
 27 agreements, photographs, minutes, memoranda, messages, appraisals, analyses,
 28 reports, financial calculations and representations, invoices, accounting and diary

1 entries, inventory sheets, diaries, appointment books or calendars, teletypes,
2 telefaxes, thermafaxes, ledgers, trial balances, correspondence, telegrams, press
3 releases, advertisements, notes, working papers, drawings, schedules, tabulations,
4 projections, information or programs stored in a computer (whether or not ever
5 printed out or displayed), and All drafts, alterations, modifications, changes or
6 amendments of any of the foregoing;

- 7 • Graphic or aural representations of any kind, including, without limitation,
8 photographs, microfiche, microfilm, videotapes, recordings, drawing, charts and
9 motion pictures;
- 10 • All letters, words, pictures, sounds, or symbols, or combinations thereof stored in
11 or on any electronic, mechanical, magnetic, or optical device including, but not
12 limited to: (i) computer data storage devices (servers, laptops hard-drives, flash
13 drives, discs, magnetic cards, and the like), (ii) the internet or “the Cloud” (such as
14 e-mail, web posts, social media posts, internet pages, etc.), and (iii) information
15 stored on cell phones.

16 9. “Including” and “Includes,” whether capitalized or not, are used to provide
17 examples of certain types of information and should not be construed as limiting a request or
18 definition in any way. The terms “including” and “includes” shall be construed as if followed by
19 the phrase “but not limited to.”

20 10. “Licensing agreement” means a strategic collaboration agreement and/or any
21 agreement with the purpose and/or effect of developing AI products and/or features using Your
22 content and/or materials.

23 11. “Meta” means Meta Platforms, Inc., and its employees, agents, attorneys,
24 accountants, representatives, predecessors or successors-in-interest, any corporation or
25 partnership under its direction, or any other person or entity acting on its behalf or under its
26 control.

27 12. “OCR” means optical character recognition.

28 13. “Person” means any natural person or any business, legal, or governmental entity

1 or association.

2 14. “Relevant Period” includes and encompasses all times relevant to the acts and
3 failures to act which are relevant to the Complaint.

4 15. “RLHF” means “reinforcement learning from human feedback.”

5 16. “You” or “Your” refers to Hachette.

6 **INSTRUCTIONS**

7 1. Please separately respond to each item by stating (a) you will produce, (b) you are
8 presently unable to produce, or (c) you object to production.

9 2. Unless superseded by a mutually-agreed-upon stipulation, the following provisions
10 shall generally govern the production format and procedure for Hard Copy Documents and
11 images:

- 12 a. All Documents originating in hardcopy format will be produced as black-
13 and-white or color (if originally in color), single-page, 300 dpi Group IV
14 tagged image file format (“TIFF”) images, with OCR text and related path
15 provided in document level text files.
- 16 b. In scanning hardcopy documents, distinct documents should not be merged
17 into a single record, and single documents should not be split into multiple
18 records (i.e., hardcopy documents should be logically unitized). The
19 Producing Party will use reasonable efforts to unitize documents correctly.
- 20 c. Where a document, or a document group – such as folder, clipped bundle,
21 or binder – has an identification spine or other label, the information on the
22 label shall be scanned and produced as the first page of the document or
23 grouping.
- 24 d. Productions of the images shall be made using an image load file (.OPT or
25 .LFP) and a delimited database/Metadata load file (.DAT), pursuant to any
26 agreement to be made by the Parties or in accordance with any Stipulated
27 Order Regarding ESI Protocol and Production of ESI and Paper
28

1 Documents (“ESI Protocol”) to be entered by the Parties.

- 2 e. You will utilize best efforts to ensure that paper records for a particular
3 custodian, which are included in a single production, are produced in
4 consecutive Bates-stamp order.

5 3. Unless superseded by a mutually-agreed-upon stipulation regarding the production
6 of ESI, All Documents shall be produced in accordance with the specifications below except for
7 source code, which may be produced in accordance with the specifications below.

- 8 a. Where technically feasible, emails shall be produced in TIFF format.
9 TIFFs shall be produced as true color, single-page Group IV TIFF in 8½ X
10 11-inch page size images at a resolution of at least 300 DPI with the quality
11 setting of 75% or higher.
- 12 b. When producing documents in TIFF format, the image files shall be
13 produced along with Concordance/Opticon image load files, linking the
14 images to the corresponding document that indicate the beginning and
15 ending of each document, showing the Bates number of each page and the
16 appropriate unitization of the documents.
- 17 c. Each image file of an electronic document will be created directly from
18 the original electronic document. Image files shall show all text and
19 images that would be visible in the original electronic format (Native
20 Format), including redlines and speaker notes.
- 21 d. All TIFF files are to be provided with an accompanying searchable text
22 (.TXT) file extracted from the native, electronic file (not generated as an
23 OCR file from the TIFF image(s)), and such text files shall contain the full
24 text extraction. To the extent technically feasible, extracted text shall provide
25 all comments, tracked changes, speaker’s notes, and text from hidden
26 worksheets, slides, columns and rows. In the case of files with redacted text,
27 OCR’ed text of the redacted documents may be provided in lieu of extracted
28 text. OCR software should be set to the highest quality setting during

1 processing.

- 2 e. All documents shall be produced in their original language. For documents
3 in foreign languages, the OCR shall be performed using an OCR tool and
4 settings suitable for the particular byte or multi-byte languages.
- 5 f. Each text file shall be named according to the Bates number of the first page
6 of the corresponding image files (e.g., BATES000001.TXT).
- 7 g. Microsoft Word Documents (or similar) (.DOC, .DOCX, or substantially
8 similar non-Microsoft file formats) should be produced as a single color
9 PDF file for each Document, containing all images for that document, and
10 should be imaged in a manner that captures track changes and comments.
11 To the extent Plaintiffs believes the converted image format distorts, omits,
12 or causes information to be improperly displayed, Plaintiffs may request
13 the Document in Native Format and the Parties shall meet and confer to
14 attempt to resolve the problem(s).
- 15 h. In the case of email, the corresponding text file shall include, where
16 reasonably available: (1) the individual(s) to whom the communication was
17 directed ("To"); (2) the author(s) of the email communication ("From"); (3)
18 who was copied and blind copied on such email ("CC" and "BCC"); (4) the
19 subject line of the email ("RE" or "Subject"); (5) the names of any
20 attachments; and (6) the text (body) of the email.
- 21 i. The following ESI shall be produced in native file format:
- 22 i. Excel files;
- 23 ii. Text message files;
- 24 iii. Presentation files (e.g., PowerPoint);
- 25 iv. Personal databases (MS Access);
- 26 v. Audio/video files;
- 27 vi. Web pages;
- 28 vii. Animations;

- 1 viii. Source code.
- 2 j. To the extent responsive Text Messages are being produced, they will be
- 3 produced in a reasonable usable format. YOU will disclose its production
- 4 format of Text Messages to the Plaintiffs prior to the production of Text
- 5 Messages. Plaintiffs retain their rights to meet and confer on the production
- 6 format to address any concerns.
- 7 k. The Parties reserve the right to request production of other ESI types in
- 8 Native Format, for example, that documents be produced in Microsoft
- 9 Word, in addition to TIFF images. The Parties agree to meet and confer
- 10 regarding such requests.
- 11 l. PowerPoint or other presentation files should be produced in Native Format
- 12 as (e.g., as .PPT files). PowerPoint presentations shall also be produced in
- 13 full-slide image format, along with speaker notes (which should follow the
- 14 full images of the slides) with related searchable text, Metadata, and
- 15 bibliographic information.
- 16 m. In the case of personal database (e.g., MS Access) files containing
- 17 confidential or privileged information, the parties shall meet and confer to
- 18 determine the appropriate form of production.
- 19 n. ESI shall be processed in a manner that preserves hidden columns or rows,
- 20 hidden text, worksheets, notes, tracked changes, and comments. Any Party
- 21 seeking a deviation from this provision must provide notice to other Parties
- 22 and the Parties agree to meet and confer regarding such requests.
- 23 o. The Parties will meet and confer about objective coding fields and
- 24 Metadata that will be produced for all ESI—including ESI produced in
- 25 TIFF or Native Format, and any such Metadata will be produced in
- 26 accordance with the Parties' agreement or in accordance with any ESI
- 27 Protocol to be agreed upon by the Parties.
- 28 p. Any Document produced in native format, will be produced according to

1 the following specifications:

- 2 i. A unique Bates number and confidentiality designation shall be
3 used as the file name and the original file name and file extension
4 shall be preserved in the corresponding load file. An example of this
5 convention would be: "BATES000001_HighlyConfidential.xls"
- 6 ii. The native format Documents shall be accompanied by reference
7 information that sets forth for each document, sufficient information
8 to allow the Parties to track and authenticate the native format
9 documents produced, including: (i) the name of the custodian from
10 whose files the electronic file is produced; (ii) an appropriately
11 calculated "MD-5 Hash Value"; (iii) the original name of the file;
12 and (iv) a Bates number.
- 13 iii. In all cases, unless there is no textual content, an OCR or Extracted
14 Text file shall be produced along with the native file. For any native
15 format documents that cannot be imaged or where the image is
16 produced as a separate document, a single page placeholder image
17 shall be provided that indicates the file was produced in native
18 format and contains the Bates number and confidential designation,
19 if any, of the corresponding file.
- 20 iv. In order to preserve the integrity of any file produced in Native
21 Format, no Bates number, confidentiality designation or internal
22 tracking number should be added to the body of the Native Format
23 document unless otherwise agreed to between the Producing Party
24 and the Receiving Party during any meet and confer related to the
25 production of that Native Format document.
- 26 v. Plaintiffs may also request that You produce additional file types of
27 electronic Documents in Native Format where converted image
28 formats distort or otherwise cause information to be improperly

1 displayed. The Parties shall meet and confer regarding such requests
2 in good faith and cooperation.

3 4. These Requests for Productions should be deemed continuing such that if Your
4 directors, officers, employees, agents, representatives or any person acting on Your behalf,
5 subsequently discover or obtain possession, custody, or control of any document or ESI
6 previously requested or required to be produced, and supplemental productions should be
7 provided as additional documents become available.

8 5. If You claim You are unable to produce a Document, you must state whether that
9 inability is because the Document never existed; has been destroyed, lost, misplaced or stolen; or
10 has never been or is no longer in your possession, custody or control. Such a statement must
11 further set forth the name and address of any person or entity that you know or believe to have
12 possession, custody or control of that item or category of item. If any Document responsive to a
13 request has been destroyed, produce all documents describing or referencing: (1) the contents of
14 the lost or destroyed document; (2) all locations in which any copy of the lost or destroyed
15 Document had been maintained; (3) the date of any such loss or destruction to the extent known;
16 (4) the name of each person who ordered, authorized and carried out the destruction of any lost or
17 destroyed Document; (5) all document retention and destruction policies in effect at the time any
18 requested Document was destroyed; and (6) all efforts made to locate any responsive Document
19 alleged to have been lost or destroyed.

20 6. If You object to any item or category of item, Your response shall (a) identify with
21 particularity each document or thing to which the objection is made and (b) set forth clearly the
22 extent of, and specific ground for, the objection; and You should respond to the Request to the
23 extent it is not objectionable.

24 7. If You object that a Document is covered by the attorney-client or other privilege,
25 or is work-product, You shall provide a Privilege Log containing: (1) the name of the Document;
26 (2) the name and address of the person(s) who prepared it; (3) the person(s) to whom it was
27 directed or circulated; (4) the date on which the Document was prepared or transmitted; (5) the
28 name and address of the person(s) now in possession of the Document; (6) the description of the

1 subject matter of the Document; and (7) the specific nature of the privilege claimed, including the
2 reasons and each and every fact supporting the withholding, and legal basis sufficient to
3 determine whether the claim of privilege is valid with respect to the Document (without revealing
4 privileged information).

5 **REQUESTS FOR PRODUCTION**

- 6 1. All licensing agreements related to AI training data.
7 2. All Documents and Communications related to any licensing agreements concerning AI
8 training data, including terms, conditions, and consideration.
9 3. All Documents and Communications related to licensing books for the use as AI training
10 data.
11 4. All Documents and Communications, including discussions, deliberations, or negotiations
12 related to any actual, proposed, or contemplated licensing agreements for AI training data,
13 including any actual, proposed, or contemplated terms, conditions, and consideration.
14 5. All Documents and Communications relating to the valuation of licenses for AI training
15 data.
16 6. All Communications with Meta relating to topics 1-5, above, for the time period from
17 January 1, 2023, to June 30, 2023.
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CERTIFICATE OF SERVICE

I, the undersigned, am employed by the Lieff Cabraser Heimann & Bernstein, LLP. My business address is 275 Battery Street, 29th Floor, San Francisco, California 94111-3339. I am over the age of eighteen and not a party to this action.

On November 7, 2024, I caused the following documents to be served by email upon the parties listed on the attached Service List:

- **PLAINTIFFS' NOTICE OF SUBPOENA AND SUBPOENA TO HACHETTE BOOK GROUP, INC.**

I declare under penalty of perjury that the foregoing is true and correct. Executed November 7, 2024, at San Francisco, California.

/s/Daniel M. Hutchinson
Daniel M. Hutchinson

SERVICE LIST**COOLEY LLP**

Bobby A. Ghajar
 Colette Ani Ghazarian
 1333 2nd Street, Suite 400
 Santa Monica, CA 90401
 bghajar@cooley.com
 cghazarian@cooley.com

Kathleen R. Hartnett
 3 Embarcadero Center, 20th Floor
 San Francisco, CA 94111-4004
 khartnett@cooley.com

Judd D. Lauter
 Elizabeth Lee Stameshkin
 3175 Hanover Street
 Palo Alto, CA 94304
 jlauter@cooley.com
 lstameshkin@cooley.com

LEX LUMINA PLLC

Mark Alan Lemley
 745 Fifth Avenue, Suite 500
 New York, NY 10151
 mlemley@lex-lumina.com

CLEARY GOTTlieb STEEN & HAMILTON LLP

Angela L. Dunning
 1841 Page Mill Road
 Palo Alto, CA 94304-1254
 adunning@cgsh.com

*Counsel for Defendant
 Meta Platforms, Inc.*

BOIES SCHILLER FLEXNER LLP

David Boies (*pro hac vice*)
 333 Main Street
 Armonk, NY 10504
 dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
 Joshua I. Schiller (SBN 330653)
 Joshua M. Stein (SBN 298856)
 44 Montgomery Street, 41st Floor
 San Francisco, CA 94104
 mpritt@bsflfp.com
 jischiller@bsflfp.com
 jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
 1401 New York Ave, NW
 Washington, DC 20005
 jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
 55 Hudson Yards, 20th Floor
 New York, NY 10001
 dsimons@bsflfp.com

CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP

Bryan L. Clobes (*pro hac vice*)
 135 S. LaSalle Street, Suite 3210
 Chicago, IL 60603
 bclobes@caffertyclobes.com

DICELLO LEVITT

David A. Straite (*pro hac vice*)
 485 Lexington Avenue, Suite 1001
 New York, NY 10017
 dstraite@dicellolevitt.com

Amy Keller
 Nada Djordjevic
 James A. Ulwick
 Madeline Hills
 10 North Dearborn Street, 6th Floor
 Chicago, Illinois 60602
 akeller@dicellolevitt.com
 ndjordjevic@dicellolevitt.com
 julwick@dicellolevitt.com
 mhills@dicellolevitt.com

Counsel for Plaintiffs

UNITED STATES DISTRICT COURT

for the

Northern District of California

KADREY, ET. AL.

Plaintiff

v.

META PLATFORMS, INC.

Defendant

Civil Action No. 3:23-cv-3471-VC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: Hachette Book Group, Inc.

(Name of person to whom this subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: See Schedule A

Place: Loeff Cabraser Heimann & Bernstein, LLP
250 Hudson Street, 8th Floor
New York, NY 10013

Date and Time:

11/15/2024 12:00 pm

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 10/25/2024

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Daniel Hutchinson

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) Plaintiffs, who issues or requests this subpoena, are:

Daniel Hutchinson, 275 Battery St., 29th Floor, San Francisco, CA 94111-3339, dhutchinson@lchb.com, 415.956.1000

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 3:23-cv-3471-VC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

Exhibit B-5

Plaintiffs' Document Subpoena Packet to
NWS Corp.

**Lieff
Cabraser
Heimann &
Bernstein**
Attorneys at Law

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
t 415.956.1000
f 415.956.1008

October 25, 2024

Daniel M. Hutchinson
Partner
dhutchinson@lchb.com

VIA HAND DELIVER

NWS Corp.
c/o United Corporate Services, Inc.
800 North State Street Suite 304
Dover, DE 19901

RE: *Kadrey, et al., v. Meta Platforms, Inc.*, Case No. 3:23-cv-03417-VC

To Whom It May Concern:

Lieff Cabraser Heimann & Bernstein, LLP (“LCHB”) represents Plaintiffs in the above captioned class-action lawsuit. As part of that lawsuit, LCHB is seeking relevant information (documents and data) to support Plaintiffs’ claims. You are not being sued, and you are not a party to this lawsuit. Rather, you are receiving the enclosed Notice of Subpoena and Subpoena because Plaintiffs believe that you are among those who possess highly relevant information related to Plaintiffs’ claims. Plaintiffs’ claims are fully described in the Complaint, attached to the Subpoena as Exhibit 1.

We hope that you will work with us to provide the documents and/or data sought by the Subpoena. We are happy to work with you or your attorney to make the production of such information as efficient and easy as possible. Any information you provide will be kept confidential under the Stipulated Protective Order issued by the Court in this case and attached to the Subpoena as Exhibit 2.

We hope that you or your attorney will contact us so that we may further discuss the subpoena and any issues involved in production, including the date, location, and easiest method for production. The contact at our firm regarding the Subpoena is Daniel M. Hutchinson, dhutchinson@lchb.com, (415) 956.1000. Please feel free to contact us with any questions.

Very truly yours,



Daniel M. Hutchinson

DMH/wp

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
COWAN DEBAETS ABRAHAMS &
SHEPPARD LLP
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

[Additional counsel included below]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

RICHARD KADREY, et al.,

Individual and Representative Plaintiff,

Plaintiffs,

v.

META PLATFORMS, INC.,

Defendant.

Case No. 3:23-cv-03417-VC

**PLAINTIFFS' NOTICE OF SUBPOENA
AND SUBPOENA TO NWS CORP.**

PLEASE TAKE NOTICE that, pursuant to Rule 45 of the Federal Rules of Civil Procedure, Plaintiffs Richard Kadrey, et al., intend to serve the attached Subpoena upon NWS Corp. to produce the information described in the Schedule A attached thereto at the time and place specified on the Subpoena or a time and place as counsel may agree.

Dated: November 7, 2024

Respectfully submitted,

By: /s/ Daniel M. Hutchinson
Daniel M. Hutchinson

David Boies (*pro hac vice*)
BOIES SCHILLER FLEXNER LLP
333 Main Street
Armonk, NY 10504
(914) 749-8200
dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
Joshua I. Schiller (SBN 330653)
Joshua M. Stein (SBN 298856)
44 Montgomery Street, 41st Floor
San Francisco, CA 94104
(415) 293-6800
mpritt@bsflfp.com
jischiller@bsflfp.com
jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
1401 New York Ave, NW
Washington, DC 20005
(202) 237-2727
jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
55 Hudson Yards, 20th Floor
New York, NY 10001
(914) 749-8200
dsimons@bsflfp.com

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
**COWAN DEBAETS ABRAHAMS
& SHEPPARD LLP**
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

1 Joseph R. Saveri (SBN 130064)
2 Cadio Zirpoli (SBN 179108)
3 Christopher K.L. Young (SBN 318371)
4 Holden Benon (SBN 325847)
5 Aaron Cera (SBN 351163)
6 **JOSEPH SAVERI LAW FIRM, LLP**
7 601 California Street, Suite 1505
8 San Francisco, California 94108
9 (415) 500-6800
10 jsaveri@saverilawfirm.com
11 czirpoli@saverilawfirm.com
12 cyoung@saverilawfirm.com
13 hbenon@saverilawfirm.com
14 acera@saverilawfirm.com

15 Matthew Butterick (SBN 250953)
16 1920 Hillhurst Avenue, #406
17 Los Angeles, CA 90027
18 (323) 968-2632
19 mb@buttericklaw.com

20 **CAFFERTY CLOBES**
21 **MERIWETHER & SPRENGEL LLP**
22 Bryan L. Clobes (*pro hac vice*)
23 135 S. LaSalle Street, Suite 3210
24 Chicago, IL 60603
25 (312) 782-4880
26 bclobes@caffertyclobes.com

27 **DICELLO LEVITT**
28 David A. Straite (*pro hac vice*)
485 Lexington Avenue, Suite 1001
New York, NY 10017
(646) 933-1000
dstraite@dicellolevitt.com

Amy Keller
Nada Djordjevic
James A. Ulwick
Madeline Hills
10 North Dearborn Street, 6th Floor
Chicago, Illinois 60602
(312) 214-7900
akeller@dicellolevitt.com
ndjordjevic@dicellolevitt.com
julwick@dicellolevitt.com
mhills@dicellolevitt.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

SCHEDULE A

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, the following is a list of requests (“Requests”) sought from the recipient of this Subpoena. These Requests seek information to support Plaintiffs’ claims as alleged in Plaintiffs’ Corrected Second Consolidated Amended Complaint in *Kadrey et al. v. Meta Platforms Inc.*, Case No. 3:23-cv-03417-VC (N.D. Cal. 2023).

DEFINITIONS

As used herein, the following words, terms, and phrases—whether singular or plural, or in an alternate verb tense—shall have the meanings ascribed below. Defined terms may not be capitalized or made uppercase. The given definitions apply even if a term in question is not capitalized or made uppercase. No waiver of a definition is implied by the use of a defined term in a non-capitalized or lowercase form:

1. “Agreements” means any oral or written contract, arrangement or understanding, whether formal or informal, between two or more Persons, including all drafts, versions, modifications, amendments, attachments, exhibits, and appendices thereof.

2. “AI Training Data” refers to any data used to develop, improve, or refine a machine-learning model, including a large language model. This includes, but is not limited to, feeding data into the model, adjusting algorithms, optimizing parameters, RLHF and testing, validating, and updating models. It also includes the selection, preparation, and use of Datasets, the execution of supervised, unsupervised, or reinforcement learning techniques, and any pre-processing steps, model tuning, cross-validation, and performance evaluations.

3. “All,” “Or,” and “And” should be understood to include and encompass “any”; “or” should be understood to include and encompass “and”; and “and” should be understood to include and encompass “or.”

4. “Communications” means oral or written communications of any kind, communicated directly or indirectly, including, without limitation inquiries, complaints, discussions, conversations, negotiations, agreements, meetings, interviews, telephone

1 conversations, letters, correspondences, memoranda, notes, telegrams, facsimiles, electronic mail
 2 (e-mail) messages and attachments, instant or direct messages (including SMS messages, text
 3 messages, Apple iMessages, Slack messages, Teams messages), memoranda, documents,
 4 writings, or other forms of communications. The term “Communications” includes instances
 5 where one party disseminates information that the other party receives but does not respond to.

6 5. “Complaint” refers to the operative complaint at the time documents are produced
 7 in response to these requests. At the time of service, the currently operative Complaint is
 8 Plaintiffs’ Corrected Second Consolidated Amended Complaint. ECF No. 133.

9 6. “Concerning,” whether capitalized or not, refers to and includes “constituting,”
 10 “evidencing,” “supporting,” “regarding,” “mentioning,” “reflecting,” “concerning,” “relating to,”
 11 “referring to,” “pertaining to,” “alluding to,” “responding to,” “proving,” “discussing,”
 12 “assessing,” “disproving,” “connected with,” “commenting on,” “about,” “showing,”
 13 “describing,” and/or logically or factually dealing with the matter described in the request in
 14 which the term appears.

15 7. “Defendant” means Defendant Meta Platforms, Inc.

16 8. “Document” is used in its broadest sense allowed by Rule 34(a) of the Federal
 17 Rules of Civil Procedure and includes, but is not limited to, any writings, drawings, graphs,
 18 handwriting, typewriting, printing, photostatting, photographing, photocopying, transmitting by
 19 electronic mail or facsimile, and every other means of recording upon any tangible thing, any
 20 form of communication or representation, including letters, words, pictures, sounds, or symbols,
 21 or combinations thereof, and any record thereby created, regardless of the manner in which the
 22 record has been stored.

23 This includes:

- 24 • The originals, drafts and All non-identical copies thereof, whether different from
 25 the original by reason of any notation made on such copies or otherwise;
- 26 • Booklets, brochures, pamphlets, circulars, notices, periodicals, papers, contracts,
 27 agreements, photographs, minutes, memoranda, messages, appraisals, analyses,
 28 reports, financial calculations and representations, invoices, accounting and diary

entries, inventory sheets, diaries, appointment books or calendars, teletypes, telefaxes, thermafaxes, ledgers, trial balances, correspondence, telegrams, press releases, advertisements, notes, working papers, drawings, schedules, tabulations, projections, information or programs stored in a computer (whether or not ever printed out or displayed), and All drafts, alterations, modifications, changes or amendments of any of the foregoing;

- Graphic or aural representations of any kind, including, without limitation, photographs, microfiche, microfilm, videotapes, recordings, drawing, charts and motion pictures;
- All letters, words, pictures, sounds, or symbols, or combinations thereof stored in or on any electronic, mechanical, magnetic, or optical device including, but not limited to: (i) computer data storage devices (servers, laptops hard-drives, flash drives, discs, magnetic cards, and the like), (ii) the internet or “the Cloud” (such as e-mail, web posts, social media posts, internet pages, etc.), and (iii) information stored on cell phones.

9. “Including” and “Includes,” whether capitalized or not, are used to provide examples of certain types of information and should not be construed as limiting a request or definition in any way. The terms “including” and “includes” shall be construed as if followed by the phrase “but not limited to.”

10. “Licensing agreement” means a strategic collaboration agreement and/or any agreement with the purpose and/or effect of developing AI products and/or features using Your content and/or materials.

11. “Meta” means Meta Platforms, Inc., and its employees, agents, attorneys, accountants, representatives, predecessors or successors-in-interest, any corporation or partnership under its direction, or any other person or entity acting on its behalf or under its control.

12. “OCR” means optical character recognition.

13. “Person” means any natural person or any business, legal, or governmental entity

1 or association.

2 14. “Relevant Period” includes and encompasses all times relevant to the acts and
3 failures to act which are relevant to the Complaint.

4 15. “RLHF” means “reinforcement learning from human feedback.”

5 16. “You” or “Your” refers to Harper Collins.

6 **INSTRUCTIONS**

7 1. Please separately respond to each item by stating (a) you will produce, (b) you are
8 presently unable to produce, or (c) you object to production.

9 2. Unless superseded by a mutually-agreed-upon stipulation, the following provisions
10 shall generally govern the production format and procedure for Hard Copy Documents and
11 images:

- 12 a. All Documents originating in hardcopy format will be produced as black-
13 and-white or color (if originally in color), single-page, 300 dpi Group IV
14 tagged image file format (“TIFF”) images, with OCR text and related path
15 provided in document level text files.
- 16 b. In scanning hardcopy documents, distinct documents should not be merged
17 into a single record, and single documents should not be split into multiple
18 records (i.e., hardcopy documents should be logically unitized). The
19 Producing Party will use reasonable efforts to unitize documents correctly.
- 20 c. Where a document, or a document group – such as folder, clipped bundle,
21 or binder – has an identification spine or other label, the information on the
22 label shall be scanned and produced as the first page of the document or
23 grouping.
- 24 d. Productions of the images shall be made using an image load file (.OPT or
25 .LFP) and a delimited database/Metadata load file (.DAT), pursuant to any
26 agreement to be made by the Parties or in accordance with any Stipulated
27 Order Regarding ESI Protocol and Production of ESI and Paper
28

1 Documents (“ESI Protocol”) to be entered by the Parties.

- 2 e. You will utilize best efforts to ensure that paper records for a particular
3 custodian, which are included in a single production, are produced in
4 consecutive Bates-stamp order.

5 3. Unless superseded by a mutually-agreed-upon stipulation regarding the production
6 of ESI, All Documents shall be produced in accordance with the specifications below except for
7 source code, which may be produced in accordance with the specifications below.

- 8 a. Where technically feasible, emails shall be produced in TIFF format.
9 TIFFs shall be produced as true color, single-page Group IV TIFF in 8½ X
10 11-inch page size images at a resolution of at least 300 DPI with the quality
11 setting of 75% or higher.
- 12 b. When producing documents in TIFF format, the image files shall be
13 produced along with Concordance/Opticon image load files, linking the
14 images to the corresponding document that indicate the beginning and
15 ending of each document, showing the Bates number of each page and the
16 appropriate unitization of the documents.
- 17 c. Each image file of an electronic document will be created directly from
18 the original electronic document. Image files shall show all text and
19 images that would be visible in the original electronic format (Native
20 Format), including redlines and speaker notes.
- 21 d. All TIFF files are to be provided with an accompanying searchable text
22 (.TXT) file extracted from the native, electronic file (not generated as an
23 OCR file from the TIFF image(s)), and such text files shall contain the full
24 text extraction. To the extent technically feasible, extracted text shall provide
25 all comments, tracked changes, speaker’s notes, and text from hidden
26 worksheets, slides, columns and rows. In the case of files with redacted text,
27 OCR’ed text of the redacted documents may be provided in lieu of extracted
28 text. OCR software should be set to the highest quality setting during

1 processing.

- 2 e. All documents shall be produced in their original language. For documents
3 in foreign languages, the OCR shall be performed using an OCR tool and
4 settings suitable for the particular byte or multi-byte languages.
- 5 f. Each text file shall be named according to the Bates number of the first page
6 of the corresponding image files (e.g., BATES000001.TXT).
- 7 g. Microsoft Word Documents (or similar) (.DOC, .DOCX, or substantially
8 similar non-Microsoft file formats) should be produced as a single color
9 PDF file for each Document, containing all images for that document, and
10 should be imaged in a manner that captures track changes and comments.
11 To the extent Plaintiffs believes the converted image format distorts, omits,
12 or causes information to be improperly displayed, Plaintiffs may request
13 the Document in Native Format and the Parties shall meet and confer to
14 attempt to resolve the problem(s).
- 15 h. In the case of email, the corresponding text file shall include, where
16 reasonably available: (1) the individual(s) to whom the communication was
17 directed ("To"); (2) the author(s) of the email communication ("From"); (3)
18 who was copied and blind copied on such email ("CC" and "BCC"); (4) the
19 subject line of the email ("RE" or "Subject"); (5) the names of any
20 attachments; and (6) the text (body) of the email.
- 21 i. The following ESI shall be produced in native file format:
- 22 i. Excel files;
- 23 ii. Text message files;
- 24 iii. Presentation files (e.g., PowerPoint);
- 25 iv. Personal databases (MS Access);
- 26 v. Audio/video files;
- 27 vi. Web pages;
- 28 vii. Animations;

- 1 viii. Source code.
- 2 j. To the extent responsive Text Messages are being produced, they will be
- 3 produced in a reasonable usable format. YOU will disclose its production
- 4 format of Text Messages to the Plaintiffs prior to the production of Text
- 5 Messages. Plaintiffs retain their rights to meet and confer on the production
- 6 format to address any concerns.
- 7 k. The Parties reserve the right to request production of other ESI types in
- 8 Native Format, for example, that documents be produced in Microsoft
- 9 Word, in addition to TIFF images. The Parties agree to meet and confer
- 10 regarding such requests.
- 11 l. PowerPoint or other presentation files should be produced in Native Format
- 12 as (e.g., as .PPT files). PowerPoint presentations shall also be produced in
- 13 full-slide image format, along with speaker notes (which should follow the
- 14 full images of the slides) with related searchable text, Metadata, and
- 15 bibliographic information.
- 16 m. In the case of personal database (e.g., MS Access) files containing
- 17 confidential or privileged information, the parties shall meet and confer to
- 18 determine the appropriate form of production.
- 19 n. ESI shall be processed in a manner that preserves hidden columns or rows,
- 20 hidden text, worksheets, notes, tracked changes, and comments. Any Party
- 21 seeking a deviation from this provision must provide notice to other Parties
- 22 and the Parties agree to meet and confer regarding such requests.
- 23 o. The Parties will meet and confer about objective coding fields and
- 24 Metadata that will be produced for all ESI—including ESI produced in
- 25 TIFF or Native Format, and any such Metadata will be produced in
- 26 accordance with the Parties' agreement or in accordance with any ESI
- 27 Protocol to be agreed upon by the Parties.
- 28 p. Any Document produced in native format, will be produced according to

1 the following specifications:

- 2 i. A unique Bates number and confidentiality designation shall be
3 used as the file name and the original file name and file extension
4 shall be preserved in the corresponding load file. An example of this
5 convention would be: "BATES000001_HighlyConfidential.xls"
- 6 ii. The native format Documents shall be accompanied by reference
7 information that sets forth for each document, sufficient information
8 to allow the Parties to track and authenticate the native format
9 documents produced, including: (i) the name of the custodian from
10 whose files the electronic file is produced; (ii) an appropriately
11 calculated "MD-5 Hash Value"; (iii) the original name of the file;
12 and (iv) a Bates number.
- 13 iii. In all cases, unless there is no textual content, an OCR or Extracted
14 Text file shall be produced along with the native file. For any native
15 format documents that cannot be imaged or where the image is
16 produced as a separate document, a single page placeholder image
17 shall be provided that indicates the file was produced in native
18 format and contains the Bates number and confidential designation,
19 if any, of the corresponding file.
- 20 iv. In order to preserve the integrity of any file produced in Native
21 Format, no Bates number, confidentiality designation or internal
22 tracking number should be added to the body of the Native Format
23 document unless otherwise agreed to between the Producing Party
24 and the Receiving Party during any meet and confer related to the
25 production of that Native Format document.
- 26 v. Plaintiffs may also request that You produce additional file types of
27 electronic Documents in Native Format where converted image
28 formats distort or otherwise cause information to be improperly

1 displayed. The Parties shall meet and confer regarding such requests
2 in good faith and cooperation.

3 4. These Requests for Productions should be deemed continuing such that if Your
4 directors, officers, employees, agents, representatives or any person acting on Your behalf,
5 subsequently discover or obtain possession, custody, or control of any document or ESI
6 previously requested or required to be produced, and supplemental productions should be
7 provided as additional documents become available.

8 5. If You claim You are unable to produce a Document, you must state whether that
9 inability is because the Document never existed; has been destroyed, lost, misplaced or stolen; or
10 has never been or is no longer in your possession, custody or control. Such a statement must
11 further set forth the name and address of any person or entity that you know or believe to have
12 possession, custody or control of that item or category of item. If any Document responsive to a
13 request has been destroyed, produce all documents describing or referencing: (1) the contents of
14 the lost or destroyed document; (2) all locations in which any copy of the lost or destroyed
15 Document had been maintained; (3) the date of any such loss or destruction to the extent known;
16 (4) the name of each person who ordered, authorized and carried out the destruction of any lost or
17 destroyed Document; (5) all document retention and destruction policies in effect at the time any
18 requested Document was destroyed; and (6) all efforts made to locate any responsive Document
19 alleged to have been lost or destroyed.

20 6. If You object to any item or category of item, Your response shall (a) identify with
21 particularity each document or thing to which the objection is made and (b) set forth clearly the
22 extent of, and specific ground for, the objection; and You should respond to the Request to the
23 extent it is not objectionable.

24 7. If You object that a Document is covered by the attorney-client or other privilege,
25 or is work-product, You shall provide a Privilege Log containing: (1) the name of the Document;
26 (2) the name and address of the person(s) who prepared it; (3) the person(s) to whom it was
27 directed or circulated; (4) the date on which the Document was prepared or transmitted; (5) the
28 name and address of the person(s) now in possession of the Document; (6) the description of the

1 subject matter of the Document; and (7) the specific nature of the privilege claimed, including the
2 reasons and each and every fact supporting the withholding, and legal basis sufficient to
3 determine whether the claim of privilege is valid with respect to the Document (without revealing
4 privileged information).

5 **REQUESTS FOR PRODUCTION**

- 6 1. All licensing agreements related to AI training data.
7 2. All Documents and Communications related to any licensing agreements concerning AI
8 training data, including terms, conditions, and consideration.
9 3. All Documents and Communications related to licensing books for the use as AI training
10 data.
11 4. All Documents and Communications, including discussions, deliberations, or negotiations
12 related to any actual, proposed, or contemplated licensing agreements for AI training data,
13 including any actual, proposed, or contemplated terms, conditions, and consideration.
14 5. All Documents and Communications relating to the valuation of licenses for AI training
15 data.
16 6. All Communications with Meta relating to topics 1-5, above, for the time period from
17 January 1, 2023, to June 30, 2023.
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CERTIFICATE OF SERVICE

I, the undersigned, am employed by the Lieff Cabraser Heimann & Bernstein, LLP. My business address is 275 Battery Street, 29th Floor, San Francisco, California 94111-3339. I am over the age of eighteen and not a party to this action.

On November 7, 2024, I caused the following documents to be served by email upon the parties listed on the attached Service List:

- **PLAINTIFFS' NOTICE OF SUBPOENA AND SUBPOENA TO NWS CORP.**

I declare under penalty of perjury that the foregoing is true and correct. Executed November 7, 2024, at San Francisco, California.

/s/Daniel M. Hutchinson
Daniel M. Hutchinson

SERVICE LIST**COOLEY LLP**

Bobby A. Ghajar
 Colette Ani Ghazarian
 1333 2nd Street, Suite 400
 Santa Monica, CA 90401
 bghajar@cooley.com
 cghazarian@cooley.com

Kathleen R. Hartnett
 3 Embarcadero Center, 20th Floor
 San Francisco, CA 94111-4004
 khartnett@cooley.com

Judd D. Lauter
 Elizabeth Lee Stameshkin
 3175 Hanover Street
 Palo Alto, CA 94304
 jlauter@cooley.com
 lstameshkin@cooley.com

LEX LUMINA PLLC

Mark Alan Lemley
 745 Fifth Avenue, Suite 500
 New York, NY 10151
 mlemley@lex-lumina.com

CLEARY GOTTlieb STEEN & HAMILTON LLP

Angela L. Dunning
 1841 Page Mill Road
 Palo Alto, CA 94304-1254
 adunning@cgsh.com

*Counsel for Defendant
 Meta Platforms, Inc.*

BOIES SCHILLER FLEXNER LLP

David Boies (*pro hac vice*)
 333 Main Street
 Armonk, NY 10504
 dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
 Joshua I. Schiller (SBN 330653)
 Joshua M. Stein (SBN 298856)
 44 Montgomery Street, 41st Floor
 San Francisco, CA 94104
 mpritt@bsflfp.com
 jischiller@bsflfp.com
 jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
 1401 New York Ave, NW
 Washington, DC 20005
 jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
 55 Hudson Yards, 20th Floor
 New York, NY 10001
 dsimons@bsflfp.com

CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP

Bryan L. Clobes (*pro hac vice*)
 135 S. LaSalle Street, Suite 3210
 Chicago, IL 60603
 bclobes@caffertyclobes.com

DICELLO LEVITT

David A. Straite (*pro hac vice*)
 485 Lexington Avenue, Suite 1001
 New York, NY 10017
 dstraite@dicellolevitt.com

Amy Keller
 Nada Djordjevic
 James A. Ulwick
 Madeline Hills
 10 North Dearborn Street, 6th Floor
 Chicago, Illinois 60602
 akeller@dicellolevitt.com
 ndjordjevic@dicellolevitt.com
 julwick@dicellolevitt.com
 mhills@dicellolevitt.com

Counsel for Plaintiffs

UNITED STATES DISTRICT COURT

for the

Northern District of California

KADREY, ET. AL.

Plaintiff

v.

META PLATFORMS, INC.

Defendant

Civil Action No. 3:23-cv-3471-VC

SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION

To: NWS Corp. c/o United Corporate Services, Inc., 800 North State Street Suite 304, Dover, DE 19901

(Name of person to whom this subpoena is directed)

☒ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material: See Schedule A

Place: Lief Cabraser Heimann & Bernstein, LLP
250 Hudson Street, 8th Floor
New York, NY 10013

Date and Time:

11/15/2024 12:00 pm

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:

Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: 10/25/2024

CLERK OF COURT

OR

Signature of Clerk or Deputy Clerk

/s/ Daniel Hutchinson

Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) Plaintiffs, who issues or requests this subpoena, are:

Daniel Hutchinson, 275 Battery St., 29th Floor, San Francisco, CA 94111-3339, dhutchinson@lchb.com, 415.956.1000

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. 3:23-cv-3471-VC

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

Exhibit B-6

Plaintiffs' Document Subpoena Packet to
MacMillian Publishers, Inc.

**Lieff
Cabraser
Heimann &
Bernstein**
Attorneys at Law

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
t 415.956.1000
f 415.956.1008

October 25, 2024

Daniel M. Hutchinson
Partner
dhutchinson@lchb.com

VIA HAND DELIVER

Macmillian Publishers, Inc.
c/o United States Corporation Company
251 Little Falls Drive
Wilmington, DE 19808

RE: *Kadrey, et al., v. Meta Platforms, Inc.*, Case No. 3:23-cv-03417-VC

To Whom It May Concern:

Lieff Cabraser Heimann & Bernstein, LLP (“LCHB”) represents Plaintiffs in the above captioned class-action lawsuit. As part of that lawsuit, LCHB is seeking relevant information (documents and data) to support Plaintiffs’ claims. You are not being sued, and you are not a party to this lawsuit. Rather, you are receiving the enclosed Notice of Subpoena and Subpoena because Plaintiffs believe that you are among those who possess highly relevant information related to Plaintiffs’ claims. Plaintiffs’ claims are fully described in the Complaint, attached to the Subpoena as Exhibit 1.

We hope that you will work with us to provide the documents and/or data sought by the Subpoena. We are happy to work with you or your attorney to make the production of such information as efficient and easy as possible. Any information you provide will be kept confidential under the Stipulated Protective Order issued by the Court in this case and attached to the Subpoena as Exhibit 2.

We hope that you or your attorney will contact us so that we may further discuss the subpoena and any issues involved in production, including the date, location, and easiest method for production. The contact at our firm regarding the Subpoena is Daniel M. Hutchinson, dhutchinson@lchb.com, (415) 956.1000. Please feel free to contact us with any questions.

Very truly yours,



Daniel M. Hutchinson

DMH/wp

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
COWAN DEBAETS ABRAHAMS &
SHEPPARD LLP
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

[Additional counsel included below]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

RICHARD KADREY, et al.,

Individual and Representative Plaintiff,

Plaintiffs,

v.

META PLATFORMS, INC.,

Defendant.

Case No. 3:23-cv-03417-VC

**PLAINTIFFS' NOTICE OF SUBPOENA
AND SUBPOENA TO MACMILLIAN
PUBLISHERS, INC.**

PLEASE TAKE NOTICE that, pursuant to Rule 45 of the Federal Rules of Civil Procedure, Plaintiffs Richard Kadrey, et al., intend to serve the attached Subpoena upon Macmillian Publishers, Inc. to produce the information described in the Schedule A attached thereto at the time and place specified on the Subpoena or a time and place as counsel may agree.

Dated: November 7, 2024

Respectfully submitted,

By: /s/ Daniel M. Hutchinson
Daniel M. Hutchinson

David Boies (*pro hac vice*)
BOIES SCHILLER FLEXNER LLP
333 Main Street
Armonk, NY 10504
(914) 749-8200
dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
Joshua I. Schiller (SBN 330653)
Joshua M. Stein (SBN 298856)
44 Montgomery Street, 41st Floor
San Francisco, CA 94104
(415) 293-6800
mpritt@bsflfp.com
jischiller@bsflfp.com
jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
1401 New York Ave, NW
Washington, DC 20005
(202) 237-2727
jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
55 Hudson Yards, 20th Floor
New York, NY 10001
(914) 749-8200
dsimons@bsflfp.com

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
**COWAN DEBAETS ABRAHAMS
& SHEPPARD LLP**
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

1 Joseph R. Saveri (SBN 130064)
2 Cadio Zirpoli (SBN 179108)
3 Christopher K.L. Young (SBN 318371)
4 Holden Benon (SBN 325847)
5 Aaron Cera (SBN 351163)
6 **JOSEPH SAVERI LAW FIRM, LLP**
7 601 California Street, Suite 1505
8 San Francisco, California 94108
9 (415) 500-6800
10 jsaveri@saverilawfirm.com
11 czirpoli@saverilawfirm.com
12 cyoung@saverilawfirm.com
13 hbenon@saverilawfirm.com
14 acera@saverilawfirm.com

15 Matthew Butterick (SBN 250953)
16 1920 Hillhurst Avenue, #406
17 Los Angeles, CA 90027
18 (323) 968-2632
19 mb@buttericklaw.com

20 **CAFFERTY CLOBES**
21 **MERIWETHER & SPRENGEL LLP**
22 Bryan L. Clobes (*pro hac vice*)
23 135 S. LaSalle Street, Suite 3210
24 Chicago, IL 60603
25 (312) 782-4880
26 bclobes@caffertyclobes.com

27 **DICELLO LEVITT**
28 David A. Straite (*pro hac vice*)
485 Lexington Avenue, Suite 1001
New York, NY 10017
(646) 933-1000
dstraite@dicellolevitt.com

Amy Keller
Nada Djordjevic
James A. Ulwick
Madeline Hills
10 North Dearborn Street, 6th Floor
Chicago, Illinois 60602
(312) 214-7900
akeller@dicellolevitt.com
ndjordjevic@dicellolevitt.com
julwick@dicellolevitt.com
mhills@dicellolevitt.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

SCHEDULE A

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, the following is a list of requests (“Requests”) sought from the recipient of this Subpoena. These Requests seek information to support Plaintiffs’ claims as alleged in Plaintiffs’ Corrected Second Consolidated Amended Complaint in *Kadrey et al. v. Meta Platforms Inc.*, Case No. 3:23-cv-03417-VC (N.D. Cal. 2023).

DEFINITIONS

As used herein, the following words, terms, and phrases—whether singular or plural, or in an alternate verb tense—shall have the meanings ascribed below. Defined terms may not be capitalized or made uppercase. The given definitions apply even if a term in question is not capitalized or made uppercase. No waiver of a definition is implied by the use of a defined term in a non-capitalized or lowercase form:

1. “Agreements” means any oral or written contract, arrangement or understanding, whether formal or information, between two or more Persons, including all drafts, versions, modifications, amendments, attachments, exhibits, and appendices thereof.

2. “AI Training Data” refers to any data used to develop, improve, or refine a machine-learning model, including a large language model. This includes, but is not limited to, feeding data into the model, adjusting algorithms, optimizing parameters, RLHF and testing, validating, and updating models. It also includes the selection, preparation, and use of Datasets, the execution of supervised, unsupervised, or reinforcement learning techniques, and any pre-processing steps, model tuning, cross-validation, and performance evaluations.

3. “All,” “Or,” and “And” should be understood to include and encompass “any”; “or” should be understood to include and encompass “and”; and “and” should be understood to include and encompass “or.”

4. “Communications” means oral or written communications of any kind, communicated directly or indirectly, including, without limitation inquiries, complaints, discussions, conversations, negotiations, agreements, meetings, interviews, telephone

1 conversations, letters, correspondences, memoranda, notes, telegrams, facsimiles, electronic mail
 2 (e-mail) messages and attachments, instant or direct messages (including SMS messages, text
 3 messages, Apple iMessages, Slack messages, Teams messages), memoranda, documents,
 4 writings, or other forms of communications. The term “Communications” includes instances
 5 where one party disseminates information that the other party receives but does not respond to.

6 5. “Complaint” refers to the operative complaint at the time documents are produced
 7 in response to these requests. At the time of service, the currently operative Complaint is
 8 Plaintiffs’ Corrected Second Consolidated Amended Complaint. ECF No. 133.

9 6. “Concerning,” whether capitalized or not, refers to and includes “constituting,”
 10 “evidencing,” “supporting,” “regarding,” “mentioning,” “reflecting,” “concerning,” “relating to,”
 11 “referring to,” “pertaining to,” “alluding to,” “responding to,” “proving,” “discussing,”
 12 “assessing,” “disproving,” “connected with,” “commenting on,” “about,” “showing,”
 13 “describing,” and/or logically or factually dealing with the matter described in the request in
 14 which the term appears.

15 7. “Defendant” means Defendant Meta Platforms, Inc.

16 8. “Document” is used in its broadest sense allowed by Rule 34(a) of the Federal
 17 Rules of Civil Procedure and includes, but is not limited to, any writings, drawings, graphs,
 18 handwriting, typewriting, printing, photostatting, photographing, photocopying, transmitting by
 19 electronic mail or facsimile, and every other means of recording upon any tangible thing, any
 20 form of communication or representation, including letters, words, pictures, sounds, or symbols,
 21 or combinations thereof, and any record thereby created, regardless of the manner in which the
 22 record has been stored.

23 This includes:

- 24 • The originals, drafts and All non-identical copies thereof, whether different from
 25 the original by reason of any notation made on such copies or otherwise;
- 26 • Booklets, brochures, pamphlets, circulars, notices, periodicals, papers, contracts,
 27 agreements, photographs, minutes, memoranda, messages, appraisals, analyses,
 28 reports, financial calculations and representations, invoices, accounting and diary

1 entries, inventory sheets, diaries, appointment books or calendars, teletypes,
 2 telefaxes, thermafaxes, ledgers, trial balances, correspondence, telegrams, press
 3 releases, advertisements, notes, working papers, drawings, schedules, tabulations,
 4 projections, information or programs stored in a computer (whether or not ever
 5 printed out or displayed), and All drafts, alterations, modifications, changes or
 6 amendments of any of the foregoing;

- 7 • Graphic or aural representations of any kind, including, without limitation,
 8 photographs, microfiche, microfilm, videotapes, recordings, drawing, charts and
 9 motion pictures;
- 10 • All letters, words, pictures, sounds, or symbols, or combinations thereof stored in
 11 or on any electronic, mechanical, magnetic, or optical device including, but not
 12 limited to: (i) computer data storage devices (servers, laptops hard-drives, flash
 13 drives, discs, magnetic cards, and the like), (ii) the internet or “the Cloud” (such as
 14 e-mail, web posts, social media posts, internet pages, etc.), and (iii) information
 15 stored on cell phones.

16 9. “Including” and “Includes,” whether capitalized or not, are used to provide
 17 examples of certain types of information and should not be construed as limiting a request or
 18 definition in any way. The terms “including” and “includes” shall be construed as if followed by
 19 the phrase “but not limited to.”

20 10. “Licensing agreement” means a strategic collaboration agreement and/or any
 21 agreement with the purpose and/or effect of developing AI products and/or features using Your
 22 content and/or materials.

23 11. “Meta” means Meta Platforms, Inc., and its employees, agents, attorneys,
 24 accountants, representatives, predecessors or successors-in-interest, any corporation or
 25 partnership under its direction, or any other person or entity acting on its behalf or under its
 26 control.

27 12. “OCR” means optical character recognition.

28 13. “Person” means any natural person or any business, legal, or governmental entity

1 or association.

2 14. “Relevant Period” includes and encompasses all times relevant to the acts and
3 failures to act which are relevant to the Complaint.

4 15. ““RLHF” means “reinforcement learning from human feedback.”

5 16. “You” or “Your” refers to Macmillian.

6 **INSTRUCTIONS**

7 1. Please separately respond to each item by stating (a) you will produce, (b) you are
8 presently unable to produce, or (c) you object to production.

9 2. Unless superseded by a mutually-agreed-upon stipulation, the following provisions
10 shall generally govern the production format and procedure for Hard Copy Documents and
11 images:

- 12 a. All Documents originating in hardcopy format will be produced as black-
13 and-white or color (if originally in color), single-page, 300 dpi Group IV
14 tagged image file format (“TIFF”) images, with OCR text and related path
15 provided in document level text files.
- 16 b. In scanning hardcopy documents, distinct documents should not be merged
17 into a single record, and single documents should not be split into multiple
18 records (i.e., hardcopy documents should be logically unitized). The
19 Producing Party will use reasonable efforts to unitize documents correctly.
- 20 c. Where a document, or a document group – such as folder, clipped bundle,
21 or binder – has an identification spine or other label, the information on the
22 label shall be scanned and produced as the first page of the document or
23 grouping.
- 24 d. Productions of the images shall be made using an image load file (.OPT or
25 .LFP) and a delimited database/Metadata load file (.DAT), pursuant to any
26 agreement to be made by the Parties or in accordance with any Stipulated
27 Order Regarding ESI Protocol and Production of ESI and Paper
28

1 Documents (“ESI Protocol”) to be entered by the Parties.

- 2 e. You will utilize best efforts to ensure that paper records for a particular
3 custodian, which are included in a single production, are produced in
4 consecutive Bates-stamp order.

5 3. Unless superseded by a mutually-agreed-upon stipulation regarding the production
6 of ESI, All Documents shall be produced in accordance with the specifications below except for
7 source code, which may be produced in accordance with the specifications below.

- 8 a. Where technically feasible, emails shall be produced in TIFF format.
9 TIFFs shall be produced as true color, single-page Group IV TIFF in 8½ X
10 11-inch page size images at a resolution of at least 300 DPI with the quality
11 setting of 75% or higher.
- 12 b. When producing documents in TIFF format, the image files shall be
13 produced along with Concordance/Opticon image load files, linking the
14 images to the corresponding document that indicate the beginning and
15 ending of each document, showing the Bates number of each page and the
16 appropriate unitization of the documents.
- 17 c. Each image file of an electronic document will be created directly from
18 the original electronic document. Image files shall show all text and
19 images that would be visible in the original electronic format (Native
20 Format), including redlines and speaker notes.
- 21 d. All TIFF files are to be provided with an accompanying searchable text
22 (.TXT) file extracted from the native, electronic file (not generated as an
23 OCR file from the TIFF image(s)), and such text files shall contain the full
24 text extraction. To the extent technically feasible, extracted text shall provide
25 all comments, tracked changes, speaker’s notes, and text from hidden
26 worksheets, slides, columns and rows. In the case of files with redacted text,
27 OCR’ed text of the redacted documents may be provided in lieu of extracted
28 text. OCR software should be set to the highest quality setting during

1 processing.

- 2 e. All documents shall be produced in their original language. For documents
3 in foreign languages, the OCR shall be performed using an OCR tool and
4 settings suitable for the particular byte or multi-byte languages.
- 5 f. Each text file shall be named according to the Bates number of the first page
6 of the corresponding image files (e.g., BATES000001.TXT).
- 7 g. Microsoft Word Documents (or similar) (.DOC, .DOCX, or substantially
8 similar non-Microsoft file formats) should be produced as a single color
9 PDF file for each Document, containing all images for that document, and
10 should be imaged in a manner that captures track changes and comments.
11 To the extent Plaintiffs believes the converted image format distorts, omits,
12 or causes information to be improperly displayed, Plaintiffs may request
13 the Document in Native Format and the Parties shall meet and confer to
14 attempt to resolve the problem(s).
- 15 h. In the case of email, the corresponding text file shall include, where
16 reasonably available: (1) the individual(s) to whom the communication was
17 directed ("To"); (2) the author(s) of the email communication ("From"); (3)
18 who was copied and blind copied on such email ("CC" and "BCC"); (4) the
19 subject line of the email ("RE" or "Subject"); (5) the names of any
20 attachments; and (6) the text (body) of the email.
- 21 i. The following ESI shall be produced in native file format:
- 22 i. Excel files;
- 23 ii. Text message files;
- 24 iii. Presentation files (e.g., PowerPoint);
- 25 iv. Personal databases (MS Access);
- 26 v. Audio/video files;
- 27 vi. Web pages;
- 28 vii. Animations;

- 1 viii. Source code.
- 2 j. To the extent responsive Text Messages are being produced, they will be
- 3 produced in a reasonable usable format. YOU will disclose its production
- 4 format of Text Messages to the Plaintiffs prior to the production of Text
- 5 Messages. Plaintiffs retain their rights to meet and confer on the production
- 6 format to address any concerns.
- 7 k. The Parties reserve the right to request production of other ESI types in
- 8 Native Format, for example, that documents be produced in Microsoft
- 9 Word, in addition to TIFF images. The Parties agree to meet and confer
- 10 regarding such requests.
- 11 l. PowerPoint or other presentation files should be produced in Native Format
- 12 as (e.g., as .PPT files). PowerPoint presentations shall also be produced in
- 13 full-slide image format, along with speaker notes (which should follow the
- 14 full images of the slides) with related searchable text, Metadata, and
- 15 bibliographic information.
- 16 m. In the case of personal database (e.g., MS Access) files containing
- 17 confidential or privileged information, the parties shall meet and confer to
- 18 determine the appropriate form of production.
- 19 n. ESI shall be processed in a manner that preserves hidden columns or rows,
- 20 hidden text, worksheets, notes, tracked changes, and comments. Any Party
- 21 seeking a deviation from this provision must provide notice to other Parties
- 22 and the Parties agree to meet and confer regarding such requests.
- 23 o. The Parties will meet and confer about objective coding fields and
- 24 Metadata that will be produced for all ESI—including ESI produced in
- 25 TIFF or Native Format, and any such Metadata will be produced in
- 26 accordance with the Parties' agreement or in accordance with any ESI
- 27 Protocol to be agreed upon by the Parties.
- 28 p. Any Document produced in native format, will be produced according to

1 the following specifications:

- 2 i. A unique Bates number and confidentiality designation shall be
3 used as the file name and the original file name and file extension
4 shall be preserved in the corresponding load file. An example of this
5 convention would be: "BATES000001_HighlyConfidential.xls"
- 6 ii. The native format Documents shall be accompanied by reference
7 information that sets forth for each document, sufficient information
8 to allow the Parties to track and authenticate the native format
9 documents produced, including: (i) the name of the custodian from
10 whose files the electronic file is produced; (ii) an appropriately
11 calculated "MD-5 Hash Value"; (iii) the original name of the file;
12 and (iv) a Bates number.
- 13 iii. In all cases, unless there is no textual content, an OCR or Extracted
14 Text file shall be produced along with the native file. For any native
15 format documents that cannot be imaged or where the image is
16 produced as a separate document, a single page placeholder image
17 shall be provided that indicates the file was produced in native
18 format and contains the Bates number and confidentiality designation,
19 if any, of the corresponding file.
- 20 iv. In order to preserve the integrity of any file produced in Native
21 Format, no Bates number, confidentiality designation or internal
22 tracking number should be added to the body of the Native Format
23 document unless otherwise agreed to between the Producing Party
24 and the Receiving Party during any meet and confer related to the
25 production of that Native Format document.
- 26 v. Plaintiffs may also request that You produce additional file types of
27 electronic Documents in Native Format where converted image
28 formats distort or otherwise cause information to be improperly

1 displayed. The Parties shall meet and confer regarding such requests
2 in good faith and cooperation.

3 4. These Requests for Productions should be deemed continuing such that if Your
4 directors, officers, employees, agents, representatives or any person acting on Your behalf,
5 subsequently discover or obtain possession, custody, or control of any document or ESI
6 previously requested or required to be produced, and supplemental productions should be
7 provided as additional documents become available.

8 5. If You claim You are unable to produce a Document, you must state whether that
9 inability is because the Document never existed; has been destroyed, lost, misplaced or stolen; or
10 has never been or is no longer in your possession, custody or control. Such a statement must
11 further set forth the name and address of any person or entity that you know or believe to have
12 possession, custody or control of that item or category of item. If any Document responsive to a
13 request has been destroyed, produce all documents describing or referencing: (1) the contents of
14 the lost or destroyed document; (2) all locations in which any copy of the lost or destroyed
15 Document had been maintained; (3) the date of any such loss or destruction to the extent known;
16 (4) the name of each person who ordered, authorized and carried out the destruction of any lost or
17 destroyed Document; (5) all document retention and destruction policies in effect at the time any
18 requested Document was destroyed; and (6) all efforts made to locate any responsive Document
19 alleged to have been lost or destroyed.

20 6. If You object to any item or category of item, Your response shall (a) identify with
21 particularity each document or thing to which the objection is made and (b) set forth clearly the
22 extent of, and specific ground for, the objection; and You should respond to the Request to the
23 extent it is not objectionable.

24 7. If You object that a Document is covered by the attorney-client or other privilege,
25 or is work-product, You shall provide a Privilege Log containing: (1) the name of the Document;
26 (2) the name and address of the person(s) who prepared it; (3) the person(s) to whom it was
27 directed or circulated; (4) the date on which the Document was prepared or transmitted; (5) the
28 name and address of the person(s) now in possession of the Document; (6) the description of the

1 subject matter of the Document; and (7) the specific nature of the privilege claimed, including the
2 reasons and each and every fact supporting the withholding, and legal basis sufficient to
3 determine whether the claim of privilege is valid with respect to the Document (without revealing
4 privileged information).

5 **REQUESTS FOR PRODUCTION**

- 6 1. All licensing agreements related to AI training data.
7 2. All Documents and Communications related to any licensing agreements concerning AI
8 training data, including terms, conditions, and consideration.
9 3. All Documents and Communications related to licensing books for the use as AI training
10 data.
11 4. All Documents and Communications, including discussions, deliberations, or negotiations
12 related to any actual, proposed, or contemplated licensing agreements for AI training data,
13 including any actual, proposed, or contemplated terms, conditions, and consideration.
14 5. All Documents and Communications relating to the valuation of licenses for AI training
15 data.
16 6. All Communications with Meta relating to topics 1-5, above, for the time period from
17 January 1, 2023, to June 30, 2023.
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21
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27
28

CERTIFICATE OF SERVICE

I, the undersigned, am employed by the Lieff Cabraser Heimann & Bernstein, LLP. My business address is 275 Battery Street, 29th Floor, San Francisco, California 94111-3339. I am over the age of eighteen and not a party to this action.

On November 7, 2024, I caused the following documents to be served by email upon the parties listed on the attached Service List:

- **PLAINTIFFS' NOTICE OF SUBPOENA AND SUBPOENA TO MACMILLIAN PUBLISHERS, INC.**

I declare under penalty of perjury that the foregoing is true and correct. Executed November 7, 2024, at San Francisco, California.

/s/Daniel M. Hutchinson
Daniel M. Hutchinson

SERVICE LIST**COOLEY LLP**

Bobby A. Ghajar
 Colette Ani Ghazarian
 1333 2nd Street, Suite 400
 Santa Monica, CA 90401
 bghajar@cooley.com
 cghazarian@cooley.com

Kathleen R. Hartnett
 3 Embarcadero Center, 20th Floor
 San Francisco, CA 94111-4004
 khartnett@cooley.com

Judd D. Lauter
 Elizabeth Lee Stameshkin
 3175 Hanover Street
 Palo Alto, CA 94304
 jlauter@cooley.com
 lstameshkin@cooley.com

LEX LUMINA PLLC

Mark Alan Lemley
 745 Fifth Avenue, Suite 500
 New York, NY 10151
 mlemley@lex-lumina.com

CLEARY GOTTlieb STEEN & HAMILTON LLP

Angela L. Dunning
 1841 Page Mill Road
 Palo Alto, CA 94304-1254
 adunning@cgsh.com

*Counsel for Defendant
 Meta Platforms, Inc.*

BOIES SCHILLER FLEXNER LLP

David Boies (*pro hac vice*)
 333 Main Street
 Armonk, NY 10504
 dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
 Joshua I. Schiller (SBN 330653)
 Joshua M. Stein (SBN 298856)
 44 Montgomery Street, 41st Floor
 San Francisco, CA 94104
 mpritt@bsflfp.com
 jischiller@bsflfp.com
 jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
 1401 New York Ave, NW
 Washington, DC 20005
 jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
 55 Hudson Yards, 20th Floor
 New York, NY 10001
 dsimons@bsflfp.com

CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP

Bryan L. Clobes (*pro hac vice*)
 135 S. LaSalle Street, Suite 3210
 Chicago, IL 60603
 bclobes@caffertyclobes.com

DICELLO LEVITT

David A. Straite (*pro hac vice*)
 485 Lexington Avenue, Suite 1001
 New York, NY 10017
 dstraite@dicellolevitt.com

Amy Keller
 Nada Djordjevic
 James A. Ulwick
 Madeline Hills
 10 North Dearborn Street, 6th Floor
 Chicago, Illinois 60602
 akeller@dicellolevitt.com
 ndjordjevic@dicellolevitt.com
 julwick@dicellolevitt.com
 mhills@dicellolevitt.com

Counsel for Plaintiffs

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff

v.

Defendant)
)
)
)
)
)
)

Civil Action No. _____

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To:

(Name of person to whom this subpoena is directed)

☐ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Place:	Date and Time:
--------	----------------

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
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The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____

CLERK OF COURT

OR

*Signature of Clerk or Deputy Clerk*_____
Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) _____, who issues or requests this subpoena, are:

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____
_____ *Server's signature*

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

Exhibit B-7

Plaintiffs' Document Subpoena Packet to
Moya Chen

**Lieff
Cabraser
Heimann &
Bernstein**
Attorneys at Law

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
t 415.956.1000
f 415.956.1008

October 25, 2024

Daniel M. Hutchinson
Partner
dhutchinson@lchb.com

VIA HAND DELIVER

Moya Chen
2257 Sarazen Drive
Vernon Hills, IL 60061-1021

RE: *Kadrey, et al., v. Meta Platforms, Inc.*, Case No. 3:23-cv-03417-VC

Dear Moya Chen:

Lieff Cabraser Heimann & Bernstein, LLP (“LCHB”) represents Plaintiffs in the above captioned class-action lawsuit. As part of that lawsuit, LCHB is seeking relevant information (documents and data) to support Plaintiffs’ claims. You are not being sued, and you are not a party to this lawsuit. Rather, you are receiving the enclosed Notice of Subpoena and Subpoena because Plaintiffs believe that you are among those who possess highly relevant information related to Plaintiffs’ claims. Plaintiffs’ claims are fully described in the Complaint, attached to the Subpoena as Exhibit 1.

We hope that you will work with us to provide the documents and/or data sought by the Subpoena. We are happy to work with you or your attorney to make the production of such information as efficient and easy as possible. Any information you provide will be kept confidential under the Stipulated Protective Order issued by the Court in this case and attached to the Subpoena as Exhibit 2.

We hope that you or your attorney will contact us so that we may further discuss the subpoena and any issues involved in production, including the date, location, and easiest method for production. The contact at our firm regarding the Subpoena is Daniel M. Hutchinson, dhutchinson@lchb.com, (415) 956.1000. Please feel free to contact us with any questions.

Very truly yours,



Daniel M. Hutchinson

DMH/wp

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
COWAN DEBAETS ABRAHAMS &
SHEPPARD LLP
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

[Additional counsel included below]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

RICHARD KADREY, et al.,

Individual and Representative Plaintiff,

Plaintiffs,

v.

META PLATFORMS, INC.,

Defendant.

Case No. 3:23-cv-03417-VC

**PLAINTIFFS' NOTICE OF SUBPOENA
AND SUBPOENA TO MOYA CHEN**

PLEASE TAKE NOTICE that, pursuant to Rule 45 of the Federal Rules of Civil Procedure, Plaintiffs Richard Kadrey, et al., intend to serve the attached Subpoena upon Moya Chen to produce the information described in the Schedule A attached thereto at the time and place specified on the Subpoena or a time and place as counsel may agree.

Dated: November 7, 2024

Respectfully submitted,

By: /s/ Daniel M. Hutchinson
Daniel M. Hutchinson

David Boies (*pro hac vice*)
BOIES SCHILLER FLEXNER LLP
333 Main Street
Armonk, NY 10504
(914) 749-8200
dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
Joshua I. Schiller (SBN 330653)
Joshua M. Stein (SBN 298856)
44 Montgomery Street, 41st Floor
San Francisco, CA 94104
(415) 293-6800
mpritt@bsflfp.com
jischiller@bsflfp.com
jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
1401 New York Ave, NW
Washington, DC 20005
(202) 237-2727
jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
55 Hudson Yards, 20th Floor
New York, NY 10001
(914) 749-8200
dsimons@bsflfp.com

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
**COWAN DEBAETS ABRAHAMS
& SHEPPARD LLP**
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

1 Joseph R. Saveri (SBN 130064)
2 Cadio Zirpoli (SBN 179108)
3 Christopher K.L. Young (SBN 318371)
4 Holden Benon (SBN 325847)
5 Aaron Cera (SBN 351163)
6 **JOSEPH SAVERI LAW FIRM, LLP**
7 601 California Street, Suite 1505
8 San Francisco, California 94108
9 (415) 500-6800
10 jsaveri@saverilawfirm.com
11 czirpoli@saverilawfirm.com
12 cyoung@saverilawfirm.com
13 hbenon@saverilawfirm.com
14 acera@saverilawfirm.com

15 Matthew Butterick (SBN 250953)
16 1920 Hillhurst Avenue, #406
17 Los Angeles, CA 90027
18 (323) 968-2632
19 mb@buttericklaw.com

20 **CAFFERTY CLOBES**
21 **MERIWETHER & SPRENGEL LLP**
22 Bryan L. Clobes (*pro hac vice*)
23 135 S. LaSalle Street, Suite 3210
24 Chicago, IL 60603
25 (312) 782-4880
26 bclobes@caffertyclobes.com

27 **DICELLO LEVITT**
28 David A. Straite (*pro hac vice*)
485 Lexington Avenue, Suite 1001
New York, NY 10017
(646) 933-1000
dstraite@dicellolevitt.com

Amy Keller
Nada Djordjevic
James A. Ulwick
Madeline Hills
10 North Dearborn Street, 6th Floor
Chicago, Illinois 60602
(312) 214-7900
akeller@dicellolevitt.com
ndjordjevic@dicellolevitt.com
julwick@dicellolevitt.com
mhills@dicellolevitt.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

SCHEDULE A

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, the following is a list of requests (“Requests”) sought from the recipient of this Subpoena. These Requests seek information to support Plaintiffs’ claims as alleged in Plaintiffs’ Corrected Second Consolidated Amended Complaint in *Kadrey et al. v. Meta Platforms Inc.*, Case No. 3:23-cv-03417-VC (N.D. Cal. 2023).

DEFINITIONS

As used herein, the following words, terms, and phrases—whether singular or plural, or in an alternate verb tense—shall have the meanings ascribed below. Defined terms may not be capitalized or made uppercase. The given definitions apply even if a term in question is not capitalized or made uppercase. No waiver of a definition is implied by the use of a defined term in a non-capitalized or lowercase form:

1. “AI Training Data” refers to any data used to develop, improve, or refine a machine-learning model, including a large language model. This includes, but is not limited to, feeding data into the model, adjusting algorithms, optimizing parameters, RLHF and testing, validating, and updating models. It also includes the selection, preparation, and use of Datasets, the execution of supervised, unsupervised, or reinforcement learning techniques, and any pre-processing steps, model tuning, cross-validation, and performance evaluations.

2. “All,” “Or,” and “And” should be understood to include and encompass “any”; “or” should be understood to include and encompass “and”; and “and” should be understood to include and encompass “or.”

3. “Communications” means oral or written communications of any kind, communicated directly or indirectly, including, without limitation inquiries, complaints, discussions, conversations, negotiations, agreements, meetings, interviews, telephone conversations, letters, correspondences, memoranda, notes, telegrams, facsimiles, electronic mail (e-mail) messages and attachments, instant or direct messages (including SMS messages, text

1 messages, Apple iMessages, Slack messages, Teams messages), memoranda, documents,
 2 writings, or other forms of communications. The term “Communications” includes instances
 3 where one party disseminates information that the other party receives but does not respond to.

4 4. “Complaint” refers to the operative complaint at the time documents are produced
 5 in response to these requests. At the time of service, the currently operative Complaint is
 6 Plaintiffs’ Corrected Second Consolidated Amended Complaint. ECF No. 133.

7 5. “Concerning,” whether capitalized or not, refers to and includes “constituting,”
 8 “evidencing,” “supporting,” “regarding,” “mentioning,” “reflecting,” “concerning,” “relating to,”
 9 “referring to,” “pertaining to,” “alluding to,” “responding to,” “proving,” “discussing,”
 10 “assessing,” “disproving,” “connected with,” “commenting on,” “about,” “showing,”
 11 “describing,” and/or logically or factually dealing with the matter described in the request in
 12 which the term appears.

13 6. “Defendant” means Defendant Meta Platforms, Inc.

14 7. “Document” is used in its broadest sense allowed by Rule 34(a) of the Federal
 15 Rules of Civil Procedure and includes, but is not limited to, any writings, drawings, graphs,
 16 handwriting, typewriting, printing, photostatting, photographing, photocopying, transmitting by
 17 electronic mail or facsimile, and every other means of recording upon any tangible thing, any
 18 form of communication or representation, including letters, words, pictures, sounds, or symbols,
 19 or combinations thereof, and any record thereby created, regardless of the manner in which the
 20 record has been stored.

21 This includes:

- 22 • The originals, drafts and All non-identical copies thereof, whether different from
 23 the original by reason of any notation made on such copies or otherwise;
- 24 • Booklets, brochures, pamphlets, circulars, notices, periodicals, papers, contracts,
 25 agreements, photographs, minutes, memoranda, messages, appraisals, analyses,
 26 reports, financial calculations and representations, invoices, accounting and diary
 27 entries, inventory sheets, diaries, appointment books or calendars, teletypes,
 28 telefaxes, thermafaxes, ledgers, trial balances, correspondence, telegrams, press

1 releases, advertisements, notes, working papers, drawings, schedules, tabulations,
 2 projections, information or programs stored in a computer (whether or not ever
 3 printed out or displayed), and All drafts, alterations, modifications, changes or
 4 amendments of any of the foregoing;

- 5 • Graphic or aural representations of any kind, including, without limitation,
 6 photographs, microfiche, microfilm, videotapes, recordings, drawing, charts and
 7 motion pictures;
- 8 • All letters, words, pictures, sounds, or symbols, or combinations thereof stored in
 9 or on any electronic, mechanical, magnetic, or optical device including, but not
 10 limited to: (i) computer data storage devices (servers, laptops hard-drives, flash
 11 drives, discs, magnetic cards, and the like), (ii) the internet or “the Cloud” (such as
 12 e-mail, web posts, social media posts, internet pages, etc.), and (iii) information
 13 stored on cell phones.

14 8. “Including” and “Includes,” whether capitalized or not, are used to provide
 15 examples of certain types of information and should not be construed as limiting a request or
 16 definition in any way. The terms “including” and “includes” shall be construed as if followed by
 17 the phrase “but not limited to.”

18 9. “Meta” means Meta Platforms, Inc., and its employees, agents, attorneys,
 19 accountants, representatives, predecessors or successors-in-interest, any corporation or
 20 partnership under its direction, or any other person or entity acting on its behalf or under its
 21 control.

22 10. “Relevant Period” includes and encompasses all times relevant to the acts and
 23 failures to act which are relevant to the Complaint.

24 11. “RLHF” means “reinforcement learning from human feedback.”

25 12. “You” or “Your” refers to you.

26 **INSTRUCTIONS**

27 1. Please separately respond to each item by stating (a) you will produce, (b) you are
 28

1 presently unable to produce, or (c) you object to production.

2 2. These Requests for Productions should be deemed continuing such that if You
3 subsequently discover or obtain possession, custody, or control of any document or ESI
4 previously requested or required to be produced, and supplemental productions should be
5 provided as additional documents become available.

6 3. If You claim You are unable to produce a Document, you must state whether that
7 inability is because the Document never existed; has been destroyed, lost, misplaced or stolen; or
8 has never been or is no longer in your possession, custody or control. Such a statement must
9 further set forth the name and address of any person or entity that you know or believe to have
10 possession, custody or control of that item or category of item. If any Document responsive to a
11 request has been destroyed, produce all documents describing or referencing: (1) the contents of
12 the lost or destroyed document; (2) all locations in which any copy of the lost or destroyed
13 Document had been maintained; (3) the date of any such loss or destruction to the extent known;
14 (4) the name of each person who ordered, authorized and carried out the destruction of any lost or
15 destroyed Document; (5) all document retention and destruction policies in effect at the time any
16 requested Document was destroyed; and (6) all efforts made to locate any responsive Document
17 alleged to have been lost or destroyed.

18 4. If You object to any item or category of item, Your response shall (a) identify with
19 particularity each document or thing to which the objection is made and (b) set forth clearly the
20 extent of, and specific ground for, the objection; and You should respond to the Request to the
21 extent it is not objectionable.

22 5. If You object that a Document is covered by the attorney-client or other privilege,
23 or is work-product, You shall provide a Privilege Log containing: (1) the name of the Document;
24 (2) the name and address of the person(s) who prepared it; (3) the person(s) to whom it was
25 directed or circulated; (4) the date on which the Document was prepared or transmitted; (5) the
26 name and address of the person(s) now in possession of the Document; (6) the description of the
27 subject matter of the Document; and (7) the specific nature of the privilege claimed, including the
28 reasons and each and every fact supporting the withholding, and legal basis sufficient to

1 determine whether the claim of privilege is valid with respect to the Document (without revealing
2 privileged information).

3 **REQUESTS FOR PRODUCTION**

- 4 1. All Documents and Communications related to Library Genesis.
5 2. All Documents and Communications related to Your involvement in processing Library
6 Genesis for use as AI training data.
7 3. All Documents and Communications related to Your knowledge of Meta's use of Library
8 Genesis as AI training data.
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CERTIFICATE OF SERVICE

I, the undersigned, am employed by the Lieff Cabraser Heimann & Bernstein, LLP. My business address is 275 Battery Street, 29th Floor, San Francisco, California 94111-3339. I am over the age of eighteen and not a party to this action.

On November 7, 2024, I caused the following documents to be served by email upon the parties listed on the attached Service List:

- **PLAINTIFFS' NOTICE OF SUBPOENA AND SUBPOENA TO MOYA CHEN**

I declare under penalty of perjury that the foregoing is true and correct. Executed November 7, 2024, at San Francisco, California.

/s/Daniel M. Hutchinson
Daniel M. Hutchinson

SERVICE LIST**COOLEY LLP**

Bobby A. Ghajar
 Colette Ani Ghazarian
 1333 2nd Street, Suite 400
 Santa Monica, CA 90401
 bghajar@cooley.com
 cghazarian@cooley.com

Kathleen R. Hartnett
 3 Embarcadero Center, 20th Floor
 San Francisco, CA 94111-4004
 khartnett@cooley.com

Judd D. Lauter
 Elizabeth Lee Stameshkin
 3175 Hanover Street
 Palo Alto, CA 94304
 jlauter@cooley.com
 lstameshkin@cooley.com

LEX LUMINA PLLC

Mark Alan Lemley
 745 Fifth Avenue, Suite 500
 New York, NY 10151
 mlemley@lex-lumina.com

CLEARY GOTTlieb STEEN & HAMILTON LLP

Angela L. Dunning
 1841 Page Mill Road
 Palo Alto, CA 94304-1254
 adunning@cgsh.com

*Counsel for Defendant
 Meta Platforms, Inc.*

BOIES SCHILLER FLEXNER LLP

David Boies (*pro hac vice*)
 333 Main Street
 Armonk, NY 10504
 dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
 Joshua I. Schiller (SBN 330653)
 Joshua M. Stein (SBN 298856)
 44 Montgomery Street, 41st Floor
 San Francisco, CA 94104
 mpritt@bsflfp.com
 jischiller@bsflfp.com
 jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
 1401 New York Ave, NW
 Washington, DC 20005
 jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
 55 Hudson Yards, 20th Floor
 New York, NY 10001
 dsimons@bsflfp.com

CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP

Bryan L. Clobes (*pro hac vice*)
 135 S. LaSalle Street, Suite 3210
 Chicago, IL 60603
 bclobes@caffertyclobes.com

DICELLO LEVITT

David A. Straite (*pro hac vice*)
 485 Lexington Avenue, Suite 1001
 New York, NY 10017
 dstraite@dicellolevitt.com

Amy Keller
 Nada Djordjevic
 James A. Ulwick
 Madeline Hills
 10 North Dearborn Street, 6th Floor
 Chicago, Illinois 60602
 akeller@dicellolevitt.com
 ndjordjevic@dicellolevitt.com
 julwick@dicellolevitt.com
 mhills@dicellolevitt.com

Counsel for Plaintiffs

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff

v.

Defendant)
)
)
)
)
)
)

Civil Action No. _____

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To:

(Name of person to whom this subpoena is directed)

☐ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Place:	Date and Time:

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____

CLERK OF COURT

OR

*Signature of Clerk or Deputy Clerk*_____
Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) _____, who issues or requests this subpoena, are:

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

Exhibit B-8

Plaintiffs' Document Subpoena Packet to
Penguin Random House, LLC

**Lieff
Cabraser
Heimann &
Bernstein**
Attorneys at Law

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
t 415.956.1000
f 415.956.1008

October 25, 2024

Daniel M. Hutchinson
Partner
dhutchinson@lchb.com

VIA HAND DELIVER

Penguin Random House, LLC
c/o Illinois Corporation Service Company
801 Adlai Stevenson Drive
Springfield, IL 62703-4261

RE: *Kadrey, et al., v. Meta Platforms, Inc.*, Case No. 3:23-cv-03417-VC

To Whom It May Concern:

Lieff Cabraser Heimann & Bernstein, LLP (“LCHB”) represents Plaintiffs in the above captioned class-action lawsuit. As part of that lawsuit, LCHB is seeking relevant information (documents and data) to support Plaintiffs’ claims. You are not being sued, and you are not a party to this lawsuit. Rather, you are receiving the enclosed Notice of Subpoena and Subpoena because Plaintiffs believe that you are among those who possess highly relevant information related to Plaintiffs’ claims. Plaintiffs’ claims are fully described in the Complaint, attached to the Subpoena as Exhibit 1.

We hope that you will work with us to provide the documents and/or data sought by the Subpoena. We are happy to work with you or your attorney to make the production of such information as efficient and easy as possible. Any information you provide will be kept confidential under the Stipulated Protective Order issued by the Court in this case and attached to the Subpoena as Exhibit 2.

We hope that you or your attorney will contact us so that we may further discuss the subpoena and any issues involved in production, including the date, location, and easiest method for production. The contact at our firm regarding the Subpoena is Daniel M. Hutchinson, dhutchinson@lchb.com, (415) 956.1000. Please feel free to contact us with any questions.

Very truly yours,



Daniel M. Hutchinson

DMH/wp

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
COWAN DEBAETS ABRAHAMS &
SHEPPARD LLP
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

[Additional counsel included below]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

RICHARD KADREY, et al.,

Individual and Representative Plaintiff,

Plaintiffs,

v.

META PLATFORMS, INC.,

Defendant.

Case No. 3:23-cv-03417-VC

**PLAINTIFFS' NOTICE OF SUBPOENA
AND SUBPOENA TO PENGUIN RANDOM
HOUSE, LLC**

PLEASE TAKE NOTICE that, pursuant to Rule 45 of the Federal Rules of Civil Procedure, Plaintiffs Richard Kadrey, et al., intend to serve the attached Subpoena upon Penguin Random House, LLC to produce the information described in the Schedule A attached thereto at the time and place specified on the Subpoena or a time and place as counsel may agree.

Dated: November 7, 2024

Respectfully submitted,

By: /s/ Daniel M. Hutchinson
Daniel M. Hutchinson

David Boies (*pro hac vice*)
BOIES SCHILLER FLEXNER LLP
333 Main Street
Armonk, NY 10504
(914) 749-8200
dboies@bsfllp.com

Maxwell V. Pritt (SBN 253155)
Joshua I. Schiller (SBN 330653)
Joshua M. Stein (SBN 298856)
44 Montgomery Street, 41st Floor
San Francisco, CA 94104
(415) 293-6800
mpritt@bsfllp.com
jischiller@bsfllp.com
jstein@bsfllp.com

Jesse Panuccio (*pro hac vice*)
1401 New York Ave, NW
Washington, DC 20005
(202) 237-2727
jpanuccio@bsfllp.com

David L. Simons (*pro hac vice*)
55 Hudson Yards, 20th Floor
New York, NY 10001
(914) 749-8200
dsimons@bsfllp.com

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
**COWAN DEBAETS ABRAHAMS
& SHEPPARD LLP**
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

1 Joseph R. Saveri (SBN 130064)
2 Cadio Zirpoli (SBN 179108)
3 Christopher K.L. Young (SBN 318371)
4 Holden Benon (SBN 325847)
5 Aaron Cera (SBN 351163)
6 **JOSEPH SAVERI LAW FIRM, LLP**
7 601 California Street, Suite 1505
8 San Francisco, California 94108
9 (415) 500-6800
10 jsaveri@saverilawfirm.com
11 czirpoli@saverilawfirm.com
12 cyoung@saverilawfirm.com
13 hbenon@saverilawfirm.com
14 acera@saverilawfirm.com

15 Matthew Butterick (SBN 250953)
16 1920 Hillhurst Avenue, #406
17 Los Angeles, CA 90027
18 (323) 968-2632
19 mb@buttericklaw.com

20 **CAFFERTY CLOBES**
21 **MERIWETHER & SPRENGEL LLP**
22 Bryan L. Clobes (*pro hac vice*)
23 135 S. LaSalle Street, Suite 3210
24 Chicago, IL 60603
25 (312) 782-4880
26 bclobes@caffertyclobes.com

27 **DICELLO LEVITT**
28 David A. Straite (*pro hac vice*)
485 Lexington Avenue, Suite 1001
New York, NY 10017
(646) 933-1000
dstraite@dicellolevitt.com

Amy Keller
Nada Djordjevic
James A. Ulwick
Madeline Hills
10 North Dearborn Street, 6th Floor
Chicago, Illinois 60602
(312) 214-7900
akeller@dicellolevitt.com
ndjordjevic@dicellolevitt.com
julwick@dicellolevitt.com
mhills@dicellolevitt.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

SCHEDULE A

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, the following is a list of requests (“Requests”) sought from the recipient of this Subpoena. These Requests seek information to support Plaintiffs’ claims as alleged in Plaintiffs’ Corrected Second Consolidated Amended Complaint in *Kadrey et al. v. Meta Platforms Inc.*, Case No. 3:23-cv-03417-VC (N.D. Cal. 2023).

DEFINITIONS

As used herein, the following words, terms, and phrases—whether singular or plural, or in an alternate verb tense—shall have the meanings ascribed below. Defined terms may not be capitalized or made uppercase. The given definitions apply even if a term in question is not capitalized or made uppercase. No waiver of a definition is implied by the use of a defined term in a non-capitalized or lowercase form:

1. “Agreements” means any oral or written contract, arrangement or understanding, whether formal or information, between two or more Persons, including all drafts, versions, modifications, amendments, attachments, exhibits, and appendices thereof.

2. “AI Training Data” refers to any data used to develop, improve, or refine a machine-learning model, including a large language model. This includes, but is not limited to, feeding data into the model, adjusting algorithms, optimizing parameters, RLHF and testing, validating, and updating models. It also includes the selection, preparation, and use of Datasets, the execution of supervised, unsupervised, or reinforcement learning techniques, and any pre-processing steps, model tuning, cross-validation, and performance evaluations.

3. “All,” “Or,” and “And” should be understood to include and encompass “any”; “or” should be understood to include and encompass “and”; and “and” should be understood to include and encompass “or.”

4. “Communications” means oral or written communications of any kind, communicated directly or indirectly, including, without limitation inquiries, complaints, discussions, conversations, negotiations, agreements, meetings, interviews, telephone

1 conversations, letters, correspondences, memoranda, notes, telegrams, facsimiles, electronic mail
 2 (e-mail) messages and attachments, instant or direct messages (including SMS messages, text
 3 messages, Apple iMessages, Slack messages, Teams messages), memoranda, documents,
 4 writings, or other forms of communications. The term “Communications” includes instances
 5 where one party disseminates information that the other party receives but does not respond to.

6 5. “Complaint” refers to the operative complaint at the time documents are produced
 7 in response to these requests. At the time of service, the currently operative Complaint is
 8 Plaintiffs’ Corrected Second Consolidated Amended Complaint. ECF No. 133.

9 6. “Concerning,” whether capitalized or not, refers to and includes “constituting,”
 10 “evidencing,” “supporting,” “regarding,” “mentioning,” “reflecting,” “concerning,” “relating to,”
 11 “referring to,” “pertaining to,” “alluding to,” “responding to,” “proving,” “discussing,”
 12 “assessing,” “disproving,” “connected with,” “commenting on,” “about,” “showing,”
 13 “describing,” and/or logically or factually dealing with the matter described in the request in
 14 which the term appears.

15 7. “Defendant” means Defendant Meta Platforms, Inc.

16 8. “Document” is used in its broadest sense allowed by Rule 34(a) of the Federal
 17 Rules of Civil Procedure and includes, but is not limited to, any writings, drawings, graphs,
 18 handwriting, typewriting, printing, photostatting, photographing, photocopying, transmitting by
 19 electronic mail or facsimile, and every other means of recording upon any tangible thing, any
 20 form of communication or representation, including letters, words, pictures, sounds, or symbols,
 21 or combinations thereof, and any record thereby created, regardless of the manner in which the
 22 record has been stored.

23 This includes:

- 24 • The originals, drafts and All non-identical copies thereof, whether different from
 25 the original by reason of any notation made on such copies or otherwise;
- 26 • Booklets, brochures, pamphlets, circulars, notices, periodicals, papers, contracts,
 27 agreements, photographs, minutes, memoranda, messages, appraisals, analyses,
 28 reports, financial calculations and representations, invoices, accounting and diary

1 entries, inventory sheets, diaries, appointment books or calendars, teletypes,
 2 telefaxes, thermafaxes, ledgers, trial balances, correspondence, telegrams, press
 3 releases, advertisements, notes, working papers, drawings, schedules, tabulations,
 4 projections, information or programs stored in a computer (whether or not ever
 5 printed out or displayed), and All drafts, alterations, modifications, changes or
 6 amendments of any of the foregoing;

- 7 • Graphic or aural representations of any kind, including, without limitation,
 8 photographs, microfiche, microfilm, videotapes, recordings, drawing, charts and
 9 motion pictures;
- 10 • All letters, words, pictures, sounds, or symbols, or combinations thereof stored in
 11 or on any electronic, mechanical, magnetic, or optical device including, but not
 12 limited to: (i) computer data storage devices (servers, laptops hard-drives, flash
 13 drives, discs, magnetic cards, and the like), (ii) the internet or “the Cloud” (such as
 14 e-mail, web posts, social media posts, internet pages, etc.), and (iii) information
 15 stored on cell phones.

16 9. “Including” and “Includes,” whether capitalized or not, are used to provide
 17 examples of certain types of information and should not be construed as limiting a request or
 18 definition in any way. The terms “including” and “includes” shall be construed as if followed by
 19 the phrase “but not limited to.”

20 10. “Licensing agreement” means a strategic collaboration agreement and/or any
 21 agreement with the purpose and/or effect of developing AI products and/or features using Your
 22 content and/or materials.

23 11. “Meta” means Meta Platforms, Inc., and its employees, agents, attorneys,
 24 accountants, representatives, predecessors or successors-in-interest, any corporation or
 25 partnership under its direction, or any other person or entity acting on its behalf or under its
 26 control.

27 12. “OCR” means optical character recognition.

28 13. “Person” means any natural person or any business, legal, or governmental entity

1 or association.

2 14. “Relevant Period” includes and encompasses all times relevant to the acts and
3 failures to act which are relevant to the Complaint.

4 15. ““RLHF” means “reinforcement learning from human feedback.”

5 16. “You” or “Your” refers to Penguin Random House.

6 **INSTRUCTIONS**

7 1. Please separately respond to each item by stating (a) you will produce, (b) you are
8 presently unable to produce, or (c) you object to production.

9 2. Unless superseded by a mutually-agreed-upon stipulation, the following provisions
10 shall generally govern the production format and procedure for Hard Copy Documents and
11 images:

- 12 a. All Documents originating in hardcopy format will be produced as black-
13 and-white or color (if originally in color), single-page, 300 dpi Group IV
14 tagged image file format (“TIFF”) images, with OCR text and related path
15 provided in document level text files.
- 16 b. In scanning hardcopy documents, distinct documents should not be merged
17 into a single record, and single documents should not be split into multiple
18 records (i.e., hardcopy documents should be logically unitized). The
19 Producing Party will use reasonable efforts to unitize documents correctly.
- 20 c. Where a document, or a document group – such as folder, clipped bundle,
21 or binder – has an identification spine or other label, the information on the
22 label shall be scanned and produced as the first page of the document or
23 grouping.
- 24 d. Productions of the images shall be made using an image load file (.OPT or
25 .LFP) and a delimited database/Metadata load file (.DAT), pursuant to any
26 agreement to be made by the Parties or in accordance with any Stipulated
27 Order Regarding ESI Protocol and Production of ESI and Paper
28

Documents (“ESI Protocol”) to be entered by the Parties.

- e. You will utilize best efforts to ensure that paper records for a particular custodian, which are included in a single production, are produced in consecutive Bates-stamp order.

3. Unless superseded by a mutually-agreed-upon stipulation regarding the production of ESI, All Documents shall be produced in accordance with the specifications below except for source code, which may be produced in accordance with the specifications below.

- a. Where technically feasible, emails shall be produced in TIFF format. TIFFs shall be produced as true color, single-page Group IV TIFF in 8½ X 11-inch page size images at a resolution of at least 300 DPI with the quality setting of 75% or higher.
- b. When producing documents in TIFF format, the image files shall be produced along with Concordance/Opticon image load files, linking the images to the corresponding document that indicate the beginning and ending of each document, showing the Bates number of each page and the appropriate unitization of the documents.
- c. Each image file of an electronic document will be created directly from the original electronic document. Image files shall show all text and images that would be visible in the original electronic format (Native Format), including redlines and speaker notes.
- d. All TIFF files are to be provided with an accompanying searchable text (.TXT) file extracted from the native, electronic file (not generated as an OCR file from the TIFF image(s)), and such text files shall contain the full text extraction. To the extent technically feasible, extracted text shall provide all comments, tracked changes, speaker’s notes, and text from hidden worksheets, slides, columns and rows. In the case of files with redacted text, OCR’ed text of the redacted documents may be provided in lieu of extracted text. OCR software should be set to the highest quality setting during

1 processing.

- 2 e. All documents shall be produced in their original language. For documents
3 in foreign languages, the OCR shall be performed using an OCR tool and
4 settings suitable for the particular byte or multi-byte languages.
- 5 f. Each text file shall be named according to the Bates number of the first page
6 of the corresponding image files (e.g., BATES000001.TXT).
- 7 g. Microsoft Word Documents (or similar) (.DOC, .DOCX, or substantially
8 similar non-Microsoft file formats) should be produced as a single color
9 PDF file for each Document, containing all images for that document, and
10 should be imaged in a manner that captures track changes and comments.
11 To the extent Plaintiffs believes the converted image format distorts, omits,
12 or causes information to be improperly displayed, Plaintiffs may request
13 the Document in Native Format and the Parties shall meet and confer to
14 attempt to resolve the problem(s).
- 15 h. In the case of email, the corresponding text file shall include, where
16 reasonably available: (1) the individual(s) to whom the communication was
17 directed ("To"); (2) the author(s) of the email communication ("From"); (3)
18 who was copied and blind copied on such email ("CC" and "BCC"); (4) the
19 subject line of the email ("RE" or "Subject"); (5) the names of any
20 attachments; and (6) the text (body) of the email.
- 21 i. The following ESI shall be produced in native file format:
- 22 i. Excel files;
- 23 ii. Text message files;
- 24 iii. Presentation files (e.g., PowerPoint);
- 25 iv. Personal databases (MS Access);
- 26 v. Audio/video files;
- 27 vi. Web pages;
- 28 vii. Animations;

- 1 viii. Source code.
- 2 j. To the extent responsive Text Messages are being produced, they will be
- 3 produced in a reasonable usable format. YOU will disclose its production
- 4 format of Text Messages to the Plaintiffs prior to the production of Text
- 5 Messages. Plaintiffs retain their rights to meet and confer on the production
- 6 format to address any concerns.
- 7 k. The Parties reserve the right to request production of other ESI types in
- 8 Native Format, for example, that documents be produced in Microsoft
- 9 Word, in addition to TIFF images. The Parties agree to meet and confer
- 10 regarding such requests.
- 11 l. PowerPoint or other presentation files should be produced in Native Format
- 12 as (e.g., as .PPT files). PowerPoint presentations shall also be produced in
- 13 full-slide image format, along with speaker notes (which should follow the
- 14 full images of the slides) with related searchable text, Metadata, and
- 15 bibliographic information.
- 16 m. In the case of personal database (e.g., MS Access) files containing
- 17 confidential or privileged information, the parties shall meet and confer to
- 18 determine the appropriate form of production.
- 19 n. ESI shall be processed in a manner that preserves hidden columns or rows,
- 20 hidden text, worksheets, notes, tracked changes, and comments. Any Party
- 21 seeking a deviation from this provision must provide notice to other Parties
- 22 and the Parties agree to meet and confer regarding such requests.
- 23 o. The Parties will meet and confer about objective coding fields and
- 24 Metadata that will be produced for all ESI—including ESI produced in
- 25 TIFF or Native Format, and any such Metadata will be produced in
- 26 accordance with the Parties' agreement or in accordance with any ESI
- 27 Protocol to be agreed upon by the Parties.
- 28 p. Any Document produced in native format, will be produced according to

1 the following specifications:

- 2 i. A unique Bates number and confidentiality designation shall be
3 used as the file name and the original file name and file extension
4 shall be preserved in the corresponding load file. An example of this
5 convention would be: "BATES000001_HighlyConfidential.xls"
- 6 ii. The native format Documents shall be accompanied by reference
7 information that sets forth for each document, sufficient information
8 to allow the Parties to track and authenticate the native format
9 documents produced, including: (i) the name of the custodian from
10 whose files the electronic file is produced; (ii) an appropriately
11 calculated "MD-5 Hash Value"; (iii) the original name of the file;
12 and (iv) a Bates number.
- 13 iii. In all cases, unless there is no textual content, an OCR or Extracted
14 Text file shall be produced along with the native file. For any native
15 format documents that cannot be imaged or where the image is
16 produced as a separate document, a single page placeholder image
17 shall be provided that indicates the file was produced in native
18 format and contains the Bates number and confidential designation,
19 if any, of the corresponding file.
- 20 iv. In order to preserve the integrity of any file produced in Native
21 Format, no Bates number, confidentiality designation or internal
22 tracking number should be added to the body of the Native Format
23 document unless otherwise agreed to between the Producing Party
24 and the Receiving Party during any meet and confer related to the
25 production of that Native Format document.
- 26 v. Plaintiffs may also request that You produce additional file types of
27 electronic Documents in Native Format where converted image
28 formats distort or otherwise cause information to be improperly

1 displayed. The Parties shall meet and confer regarding such requests
2 in good faith and cooperation.

3 4. These Requests for Productions should be deemed continuing such that if Your
4 directors, officers, employees, agents, representatives or any person acting on Your behalf,
5 subsequently discover or obtain possession, custody, or control of any document or ESI
6 previously requested or required to be produced, and supplemental productions should be
7 provided as additional documents become available.

8 5. If You claim You are unable to produce a Document, you must state whether that
9 inability is because the Document never existed; has been destroyed, lost, misplaced or stolen; or
10 has never been or is no longer in your possession, custody or control. Such a statement must
11 further set forth the name and address of any person or entity that you know or believe to have
12 possession, custody or control of that item or category of item. If any Document responsive to a
13 request has been destroyed, produce all documents describing or referencing: (1) the contents of
14 the lost or destroyed document; (2) all locations in which any copy of the lost or destroyed
15 Document had been maintained; (3) the date of any such loss or destruction to the extent known;
16 (4) the name of each person who ordered, authorized and carried out the destruction of any lost or
17 destroyed Document; (5) all document retention and destruction policies in effect at the time any
18 requested Document was destroyed; and (6) all efforts made to locate any responsive Document
19 alleged to have been lost or destroyed.

20 6. If You object to any item or category of item, Your response shall (a) identify with
21 particularity each document or thing to which the objection is made and (b) set forth clearly the
22 extent of, and specific ground for, the objection; and You should respond to the Request to the
23 extent it is not objectionable.

24 7. If You object that a Document is covered by the attorney-client or other privilege,
25 or is work-product, You shall provide a Privilege Log containing: (1) the name of the Document;
26 (2) the name and address of the person(s) who prepared it; (3) the person(s) to whom it was
27 directed or circulated; (4) the date on which the Document was prepared or transmitted; (5) the
28 name and address of the person(s) now in possession of the Document; (6) the description of the

1 subject matter of the Document; and (7) the specific nature of the privilege claimed, including the
2 reasons and each and every fact supporting the withholding, and legal basis sufficient to
3 determine whether the claim of privilege is valid with respect to the Document (without revealing
4 privileged information).

5 **REQUESTS FOR PRODUCTION**

- 6 1. All licensing agreements related to AI training data.
7 2. All Documents and Communications related to any licensing agreements concerning AI
8 training data, including terms, conditions, and consideration.
9 3. All Documents and Communications related to licensing books for the use as AI training
10 data.
11 4. All Documents and Communications, including discussions, deliberations, or negotiations
12 related to any actual, proposed, or contemplated licensing agreements for AI training data,
13 including any actual, proposed, or contemplated terms, conditions, and consideration.
14 5. All Documents and Communications relating to the valuation of licenses for AI training
15 data.
16 6. All Communications with Meta relating to topics 1-5, above, for the time period from
17 January 1, 2023, to June 30, 2023.
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28

CERTIFICATE OF SERVICE

I, the undersigned, am employed by the Lieff Cabraser Heimann & Bernstein, LLP. My business address is 275 Battery Street, 29th Floor, San Francisco, California 94111-3339. I am over the age of eighteen and not a party to this action.

On November 7, 2024, I caused the following documents to be served by email upon the parties listed on the attached Service List:

- **PLAINTIFFS' NOTICE OF SUBPOENA AND SUBPOENA TO PENGUIN
RANDOM HOUSE, LLC**

I declare under penalty of perjury that the foregoing is true and correct. Executed November 7, 2024, at San Francisco, California.

/s/Daniel M. Hutchinson
Daniel M. Hutchinson

SERVICE LIST**COOLEY LLP**

Bobby A. Ghajar
 Colette Ani Ghazarian
 1333 2nd Street, Suite 400
 Santa Monica, CA 90401
 bghajar@cooley.com
 cghazarian@cooley.com

Kathleen R. Hartnett
 3 Embarcadero Center, 20th Floor
 San Francisco, CA 94111-4004
 khartnett@cooley.com

Judd D. Lauter
 Elizabeth Lee Stameshkin
 3175 Hanover Street
 Palo Alto, CA 94304
 jlauter@cooley.com
 lstameshkin@cooley.com

LEX LUMINA PLLC

Mark Alan Lemley
 745 Fifth Avenue, Suite 500
 New York, NY 10151
 mlemley@lex-lumina.com

CLEARY GOTTlieb STEEN & HAMILTON LLP

Angela L. Dunning
 1841 Page Mill Road
 Palo Alto, CA 94304-1254
 adunning@cgsh.com

*Counsel for Defendant
 Meta Platforms, Inc.*

BOIES SCHILLER FLEXNER LLP

David Boies (*pro hac vice*)
 333 Main Street
 Armonk, NY 10504
 dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
 Joshua I. Schiller (SBN 330653)
 Joshua M. Stein (SBN 298856)
 44 Montgomery Street, 41st Floor
 San Francisco, CA 94104
 mpritt@bsflfp.com
 jischiller@bsflfp.com
 jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
 1401 New York Ave, NW
 Washington, DC 20005
 jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
 55 Hudson Yards, 20th Floor
 New York, NY 10001
 dsimons@bsflfp.com

CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP

Bryan L. Clobes (*pro hac vice*)
 135 S. LaSalle Street, Suite 3210
 Chicago, IL 60603
 bclobes@caffertyclobes.com

DICELLO LEVITT

David A. Straite (*pro hac vice*)
 485 Lexington Avenue, Suite 1001
 New York, NY 10017
 dstraite@dicellolevitt.com

Amy Keller
 Nada Djordjevic
 James A. Ulwick
 Madeline Hills
 10 North Dearborn Street, 6th Floor
 Chicago, Illinois 60602
 akeller@dicellolevitt.com
 ndjordjevic@dicellolevitt.com
 julwick@dicellolevitt.com
 mhills@dicellolevitt.com

Counsel for Plaintiffs

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff

v.

Defendant)
)
)
)
)
)
)

Civil Action No. _____

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To:

(Name of person to whom this subpoena is directed)

☐ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Place:	Date and Time:

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____

CLERK OF COURT

OR

*Signature of Clerk or Deputy Clerk*_____
Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) _____, who issues or requests this subpoena, are:

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

Exhibit B-9

Plaintiffs' Document Subpoena Packet to
Simon & Schuster International LLC

**Lieff
Cabraser
Heimann &
Bernstein**
Attorneys at Law

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
t 415.956.1000
f 415.956.1008

October 25, 2024

Daniel M. Hutchinson
Partner
dhutchinson@lchb.com

VIA HAND DELIVER

Simon & Schuster International LLC
c/o Corporation Service Company
251 Little Falls Drive
Wilmington, DE 19808

RE: *Kadrey, et al., v. Meta Platforms, Inc.*, Case No. 3:23-cv-03417-VC

To Whom It May Concern:

Lieff Cabraser Heimann & Bernstein, LLP (“LCHB”) represents Plaintiffs in the above captioned class-action lawsuit. As part of that lawsuit, LCHB is seeking relevant information (documents and data) to support Plaintiffs’ claims. You are not being sued, and you are not a party to this lawsuit. Rather, you are receiving the enclosed Notice of Subpoena and Subpoena because Plaintiffs believe that you are among those who possess highly relevant information related to Plaintiffs’ claims. Plaintiffs’ claims are fully described in the Complaint, attached to the Subpoena as Exhibit 1.

We hope that you will work with us to provide the documents and/or data sought by the Subpoena. We are happy to work with you or your attorney to make the production of such information as efficient and easy as possible. Any information you provide will be kept confidential under the Stipulated Protective Order issued by the Court in this case and attached to the Subpoena as Exhibit 2.

We hope that you or your attorney will contact us so that we may further discuss the subpoena and any issues involved in production, including the date, location, and easiest method for production. The contact at our firm regarding the Subpoena is Daniel M. Hutchinson, dhutchinson@lchb.com, (415) 956.1000. Please feel free to contact us with any questions.

Very truly yours,



Daniel M. Hutchinson

DMH/wp

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
COWAN DEBAETS ABRAHAMS &
SHEPPARD LLP
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

[Additional counsel included below]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

RICHARD KADREY, et al.,

Individual and Representative Plaintiff,

Plaintiffs,

v.

META PLATFORMS, INC.,

Defendant.

Case No. 3:23-cv-03417-VC

**PLAINTIFFS' NOTICE OF SUBPOENA
AND SUBPOENA TO SIMON &
SCHUSTER INTERNATIONAL LLC**

PLEASE TAKE NOTICE that, pursuant to Rule 45 of the Federal Rules of Civil Procedure, Plaintiffs Richard Kadrey, et al., intend to serve the attached Subpoena upon Simon & Schuster International LLC to produce the information described in the Schedule A attached thereto at the time and place specified on the Subpoena or a time and place as counsel may agree.

Dated: November 7, 2024

Respectfully submitted,

By: /s/ Daniel M. Hutchinson
Daniel M. Hutchinson

David Boies (*pro hac vice*)
BOIES SCHILLER FLEXNER LLP
333 Main Street
Armonk, NY 10504
(914) 749-8200
dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
Joshua I. Schiller (SBN 330653)
Joshua M. Stein (SBN 298856)
44 Montgomery Street, 41st Floor
San Francisco, CA 94104
(415) 293-6800
mpritt@bsflfp.com
jischiller@bsflfp.com
jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
1401 New York Ave, NW
Washington, DC 20005
(202) 237-2727
jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
55 Hudson Yards, 20th Floor
New York, NY 10001
(914) 749-8200
dsimons@bsflfp.com

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
**COWAN DEBAETS ABRAHAMS
& SHEPPARD LLP**
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

1 Joseph R. Saveri (SBN 130064)
2 Cadio Zirpoli (SBN 179108)
3 Christopher K.L. Young (SBN 318371)
4 Holden Benon (SBN 325847)
5 Aaron Cera (SBN 351163)
6 **JOSEPH SAVERI LAW FIRM, LLP**
7 601 California Street, Suite 1505
8 San Francisco, California 94108
9 (415) 500-6800
10 jsaveri@saverilawfirm.com
11 czirpoli@saverilawfirm.com
12 cyoung@saverilawfirm.com
13 hbenon@saverilawfirm.com
14 acera@saverilawfirm.com

15 Matthew Butterick (SBN 250953)
16 1920 Hillhurst Avenue, #406
17 Los Angeles, CA 90027
18 (323) 968-2632
19 mb@buttericklaw.com

20 **CAFFERTY CLOBES**
21 **MERIWETHER & SPRENGEL LLP**
22 Bryan L. Clobes (*pro hac vice*)
23 135 S. LaSalle Street, Suite 3210
24 Chicago, IL 60603
25 (312) 782-4880
26 bclobes@caffertyclobes.com

27 **DICELLO LEVITT**
28 David A. Straite (*pro hac vice*)
485 Lexington Avenue, Suite 1001
New York, NY 10017
(646) 933-1000
dstraite@dicellolevitt.com

Amy Keller
Nada Djordjevic
James A. Ulwick
Madeline Hills
10 North Dearborn Street, 6th Floor
Chicago, Illinois 60602
(312) 214-7900
akeller@dicellolevitt.com
ndjordjevic@dicellolevitt.com
julwick@dicellolevitt.com
mhills@dicellolevitt.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

SCHEDULE A

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, the following is a list of requests (“Requests”) sought from the recipient of this Subpoena. These Requests seek information to support Plaintiffs’ claims as alleged in Plaintiffs’ Corrected Second Consolidated Amended Complaint in *Kadrey et al. v. Meta Platforms Inc.*, Case No. 3:23-cv-03417-VC (N.D. Cal. 2023).

DEFINITIONS

As used herein, the following words, terms, and phrases—whether singular or plural, or in an alternate verb tense—shall have the meanings ascribed below. Defined terms may not be capitalized or made uppercase. The given definitions apply even if a term in question is not capitalized or made uppercase. No waiver of a definition is implied by the use of a defined term in a non-capitalized or lowercase form:

1. “Agreements” means any oral or written contract, arrangement or understanding, whether formal or informal, between two or more Persons, including all drafts, versions, modifications, amendments, attachments, exhibits, and appendices thereof.

2. “AI Training Data” refers to any data used to develop, improve, or refine a machine-learning model, including a large language model. This includes, but is not limited to, feeding data into the model, adjusting algorithms, optimizing parameters, RLHF and testing, validating, and updating models. It also includes the selection, preparation, and use of Datasets, the execution of supervised, unsupervised, or reinforcement learning techniques, and any pre-processing steps, model tuning, cross-validation, and performance evaluations.

3. “All,” “Or,” and “And” should be understood to include and encompass “any”; “or” should be understood to include and encompass “and”; and “and” should be understood to include and encompass “or.”

4. “Communications” means oral or written communications of any kind, communicated directly or indirectly, including, without limitation inquiries, complaints, discussions, conversations, negotiations, agreements, meetings, interviews, telephone

1 conversations, letters, correspondences, memoranda, notes, telegrams, facsimiles, electronic mail
 2 (e-mail) messages and attachments, instant or direct messages (including SMS messages, text
 3 messages, Apple iMessages, Slack messages, Teams messages), memoranda, documents,
 4 writings, or other forms of communications. The term “Communications” includes instances
 5 where one party disseminates information that the other party receives but does not respond to.

6 5. “Complaint” refers to the operative complaint at the time documents are produced
 7 in response to these requests. At the time of service, the currently operative Complaint is
 8 Plaintiffs’ Corrected Second Consolidated Amended Complaint. ECF No. 133.

9 6. “Concerning,” whether capitalized or not, refers to and includes “constituting,”
 10 “evidencing,” “supporting,” “regarding,” “mentioning,” “reflecting,” “concerning,” “relating to,”
 11 “referring to,” “pertaining to,” “alluding to,” “responding to,” “proving,” “discussing,”
 12 “assessing,” “disproving,” “connected with,” “commenting on,” “about,” “showing,”
 13 “describing,” and/or logically or factually dealing with the matter described in the request in
 14 which the term appears.

15 7. “Defendant” means Defendant Meta Platforms, Inc.

16 8. “Document” is used in its broadest sense allowed by Rule 34(a) of the Federal
 17 Rules of Civil Procedure and includes, but is not limited to, any writings, drawings, graphs,
 18 handwriting, typewriting, printing, photostatting, photographing, photocopying, transmitting by
 19 electronic mail or facsimile, and every other means of recording upon any tangible thing, any
 20 form of communication or representation, including letters, words, pictures, sounds, or symbols,
 21 or combinations thereof, and any record thereby created, regardless of the manner in which the
 22 record has been stored.

23 This includes:

- 24 • The originals, drafts and All non-identical copies thereof, whether different from
 25 the original by reason of any notation made on such copies or otherwise;
- 26 • Booklets, brochures, pamphlets, circulars, notices, periodicals, papers, contracts,
 27 agreements, photographs, minutes, memoranda, messages, appraisals, analyses,
 28 reports, financial calculations and representations, invoices, accounting and diary

1 entries, inventory sheets, diaries, appointment books or calendars, teletypes,
 2 telefaxes, thermafaxes, ledgers, trial balances, correspondence, telegrams, press
 3 releases, advertisements, notes, working papers, drawings, schedules, tabulations,
 4 projections, information or programs stored in a computer (whether or not ever
 5 printed out or displayed), and All drafts, alterations, modifications, changes or
 6 amendments of any of the foregoing;

- 7 • Graphic or aural representations of any kind, including, without limitation,
 8 photographs, microfiche, microfilm, videotapes, recordings, drawing, charts and
 9 motion pictures;
- 10 • All letters, words, pictures, sounds, or symbols, or combinations thereof stored in
 11 or on any electronic, mechanical, magnetic, or optical device including, but not
 12 limited to: (i) computer data storage devices (servers, laptops hard-drives, flash
 13 drives, discs, magnetic cards, and the like), (ii) the internet or “the Cloud” (such as
 14 e-mail, web posts, social media posts, internet pages, etc.), and (iii) information
 15 stored on cell phones.

16 9. “Including” and “Includes,” whether capitalized or not, are used to provide
 17 examples of certain types of information and should not be construed as limiting a request or
 18 definition in any way. The terms “including” and “includes” shall be construed as if followed by
 19 the phrase “but not limited to.”

20 10. “Licensing agreement” means a strategic collaboration agreement and/or any
 21 agreement with the purpose and/or effect of developing AI products and/or features using Your
 22 content and/or materials.

23 11. “Meta” means Meta Platforms, Inc., and its employees, agents, attorneys,
 24 accountants, representatives, predecessors or successors-in-interest, any corporation or
 25 partnership under its direction, or any other person or entity acting on its behalf or under its
 26 control.

27 12. “OCR” means optical character recognition.

28 13. “Person” means any natural person or any business, legal, or governmental entity

1 or association.

2 14. “Relevant Period” includes and encompasses all times relevant to the acts and
3 failures to act which are relevant to the Complaint.

4 15. “RLHF” means “reinforcement learning from human feedback.”

5 16. “You” or “Your” refers to Simon & Schuster.

6 **INSTRUCTIONS**

7 1. Please separately respond to each item by stating (a) you will produce, (b) you are
8 presently unable to produce, or (c) you object to production.

9 2. Unless superseded by a mutually-agreed-upon stipulation, the following provisions
10 shall generally govern the production format and procedure for Hard Copy Documents and
11 images:

- 12 a. All Documents originating in hardcopy format will be produced as black-
13 and-white or color (if originally in color), single-page, 300 dpi Group IV
14 tagged image file format (“TIFF”) images, with OCR text and related path
15 provided in document level text files.
- 16 b. In scanning hardcopy documents, distinct documents should not be merged
17 into a single record, and single documents should not be split into multiple
18 records (i.e., hardcopy documents should be logically unitized). The
19 Producing Party will use reasonable efforts to unitize documents correctly.
- 20 c. Where a document, or a document group – such as folder, clipped bundle,
21 or binder – has an identification spine or other label, the information on the
22 label shall be scanned and produced as the first page of the document or
23 grouping.
- 24 d. Productions of the images shall be made using an image load file (.OPT or
25 .LFP) and a delimited database/Metadata load file (.DAT), pursuant to any
26 agreement to be made by the Parties or in accordance with any Stipulated
27 Order Regarding ESI Protocol and Production of ESI and Paper
28

1 Documents (“ESI Protocol”) to be entered by the Parties.

- 2 e. You will utilize best efforts to ensure that paper records for a particular
3 custodian, which are included in a single production, are produced in
4 consecutive Bates-stamp order.

5 3. Unless superseded by a mutually-agreed-upon stipulation regarding the production
6 of ESI, All Documents shall be produced in accordance with the specifications below except for
7 source code, which may be produced in accordance with the specifications below.

- 8 a. Where technically feasible, emails shall be produced in TIFF format.
9 TIFFs shall be produced as true color, single-page Group IV TIFF in 8½ X
10 11-inch page size images at a resolution of at least 300 DPI with the quality
11 setting of 75% or higher.
- 12 b. When producing documents in TIFF format, the image files shall be
13 produced along with Concordance/Opticon image load files, linking the
14 images to the corresponding document that indicate the beginning and
15 ending of each document, showing the Bates number of each page and the
16 appropriate unitization of the documents.
- 17 c. Each image file of an electronic document will be created directly from
18 the original electronic document. Image files shall show all text and
19 images that would be visible in the original electronic format (Native
20 Format), including redlines and speaker notes.
- 21 d. All TIFF files are to be provided with an accompanying searchable text
22 (.TXT) file extracted from the native, electronic file (not generated as an
23 OCR file from the TIFF image(s)), and such text files shall contain the full
24 text extraction. To the extent technically feasible, extracted text shall provide
25 all comments, tracked changes, speaker’s notes, and text from hidden
26 worksheets, slides, columns and rows. In the case of files with redacted text,
27 OCR’ed text of the redacted documents may be provided in lieu of extracted
28 text. OCR software should be set to the highest quality setting during

1 processing.

- 2 e. All documents shall be produced in their original language. For documents
3 in foreign languages, the OCR shall be performed using an OCR tool and
4 settings suitable for the particular byte or multi-byte languages.
- 5 f. Each text file shall be named according to the Bates number of the first page
6 of the corresponding image files (e.g., BATES000001.TXT).
- 7 g. Microsoft Word Documents (or similar) (.DOC, .DOCX, or substantially
8 similar non-Microsoft file formats) should be produced as a single color
9 PDF file for each Document, containing all images for that document, and
10 should be imaged in a manner that captures track changes and comments.
11 To the extent Plaintiffs believes the converted image format distorts, omits,
12 or causes information to be improperly displayed, Plaintiffs may request
13 the Document in Native Format and the Parties shall meet and confer to
14 attempt to resolve the problem(s).
- 15 h. In the case of email, the corresponding text file shall include, where
16 reasonably available: (1) the individual(s) to whom the communication was
17 directed ("To"); (2) the author(s) of the email communication ("From"); (3)
18 who was copied and blind copied on such email ("CC" and "BCC"); (4) the
19 subject line of the email ("RE" or "Subject"); (5) the names of any
20 attachments; and (6) the text (body) of the email.
- 21 i. The following ESI shall be produced in native file format:
- 22 i. Excel files;
- 23 ii. Text message files;
- 24 iii. Presentation files (e.g., PowerPoint);
- 25 iv. Personal databases (MS Access);
- 26 v. Audio/video files;
- 27 vi. Web pages;
- 28 vii. Animations;

- 1 viii. Source code.
- 2 j. To the extent responsive Text Messages are being produced, they will be
- 3 produced in a reasonable usable format. YOU will disclose its production
- 4 format of Text Messages to the Plaintiffs prior to the production of Text
- 5 Messages. Plaintiffs retain their rights to meet and confer on the production
- 6 format to address any concerns.
- 7 k. The Parties reserve the right to request production of other ESI types in
- 8 Native Format, for example, that documents be produced in Microsoft
- 9 Word, in addition to TIFF images. The Parties agree to meet and confer
- 10 regarding such requests.
- 11 l. PowerPoint or other presentation files should be produced in Native Format
- 12 as (e.g., as .PPT files). PowerPoint presentations shall also be produced in
- 13 full-slide image format, along with speaker notes (which should follow the
- 14 full images of the slides) with related searchable text, Metadata, and
- 15 bibliographic information.
- 16 m. In the case of personal database (e.g., MS Access) files containing
- 17 confidential or privileged information, the parties shall meet and confer to
- 18 determine the appropriate form of production.
- 19 n. ESI shall be processed in a manner that preserves hidden columns or rows,
- 20 hidden text, worksheets, notes, tracked changes, and comments. Any Party
- 21 seeking a deviation from this provision must provide notice to other Parties
- 22 and the Parties agree to meet and confer regarding such requests.
- 23 o. The Parties will meet and confer about objective coding fields and
- 24 Metadata that will be produced for all ESI—including ESI produced in
- 25 TIFF or Native Format, and any such Metadata will be produced in
- 26 accordance with the Parties' agreement or in accordance with any ESI
- 27 Protocol to be agreed upon by the Parties.
- 28 p. Any Document produced in native format, will be produced according to

1 the following specifications:

- 2 i. A unique Bates number and confidentiality designation shall be
3 used as the file name and the original file name and file extension
4 shall be preserved in the corresponding load file. An example of this
5 convention would be: "BATES000001_HighlyConfidential.xls"
- 6 ii. The native format Documents shall be accompanied by reference
7 information that sets forth for each document, sufficient information
8 to allow the Parties to track and authenticate the native format
9 documents produced, including: (i) the name of the custodian from
10 whose files the electronic file is produced; (ii) an appropriately
11 calculated "MD-5 Hash Value"; (iii) the original name of the file;
12 and (iv) a Bates number.
- 13 iii. In all cases, unless there is no textual content, an OCR or Extracted
14 Text file shall be produced along with the native file. For any native
15 format documents that cannot be imaged or where the image is
16 produced as a separate document, a single page placeholder image
17 shall be provided that indicates the file was produced in native
18 format and contains the Bates number and confidential designation,
19 if any, of the corresponding file.
- 20 iv. In order to preserve the integrity of any file produced in Native
21 Format, no Bates number, confidentiality designation or internal
22 tracking number should be added to the body of the Native Format
23 document unless otherwise agreed to between the Producing Party
24 and the Receiving Party during any meet and confer related to the
25 production of that Native Format document.
- 26 v. Plaintiffs may also request that You produce additional file types of
27 electronic Documents in Native Format where converted image
28 formats distort or otherwise cause information to be improperly

1 displayed. The Parties shall meet and confer regarding such requests
2 in good faith and cooperation.

3 4. These Requests for Productions should be deemed continuing such that if Your
4 directors, officers, employees, agents, representatives or any person acting on Your behalf,
5 subsequently discover or obtain possession, custody, or control of any document or ESI
6 previously requested or required to be produced, and supplemental productions should be
7 provided as additional documents become available.

8 5. If You claim You are unable to produce a Document, you must state whether that
9 inability is because the Document never existed; has been destroyed, lost, misplaced or stolen; or
10 has never been or is no longer in your possession, custody or control. Such a statement must
11 further set forth the name and address of any person or entity that you know or believe to have
12 possession, custody or control of that item or category of item. If any Document responsive to a
13 request has been destroyed, produce all documents describing or referencing: (1) the contents of
14 the lost or destroyed document; (2) all locations in which any copy of the lost or destroyed
15 Document had been maintained; (3) the date of any such loss or destruction to the extent known;
16 (4) the name of each person who ordered, authorized and carried out the destruction of any lost or
17 destroyed Document; (5) all document retention and destruction policies in effect at the time any
18 requested Document was destroyed; and (6) all efforts made to locate any responsive Document
19 alleged to have been lost or destroyed.

20 6. If You object to any item or category of item, Your response shall (a) identify with
21 particularity each document or thing to which the objection is made and (b) set forth clearly the
22 extent of, and specific ground for, the objection; and You should respond to the Request to the
23 extent it is not objectionable.

24 7. If You object that a Document is covered by the attorney-client or other privilege,
25 or is work-product, You shall provide a Privilege Log containing: (1) the name of the Document;
26 (2) the name and address of the person(s) who prepared it; (3) the person(s) to whom it was
27 directed or circulated; (4) the date on which the Document was prepared or transmitted; (5) the
28 name and address of the person(s) now in possession of the Document; (6) the description of the

1 subject matter of the Document; and (7) the specific nature of the privilege claimed, including the
2 reasons and each and every fact supporting the withholding, and legal basis sufficient to
3 determine whether the claim of privilege is valid with respect to the Document (without revealing
4 privileged information).

5 **REQUESTS FOR PRODUCTION**

- 6 1. All licensing agreements related to AI training data.
7 2. All Documents and Communications related to any licensing agreements concerning AI
8 training data, including terms, conditions, and consideration.
9 3. All Documents and Communications related to licensing books for the use as AI training
10 data.
11 4. All Documents and Communications, including discussions, deliberations, or negotiations
12 related to any actual, proposed, or contemplated licensing agreements for AI training data,
13 including any actual, proposed, or contemplated terms, conditions, and consideration.
14 5. All Documents and Communications relating to the valuation of licenses for AI training
15 data.
16 6. All Communications with Meta relating to topics 1-5, above, for the time period from
17 January 1, 2023, to June 30, 2023.
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CERTIFICATE OF SERVICE

I, the undersigned, am employed by the Lieff Cabraser Heimann & Bernstein, LLP. My business address is 275 Battery Street, 29th Floor, San Francisco, California 94111-3339. I am over the age of eighteen and not a party to this action.

On November 7, 2024, I caused the following documents to be served by email upon the parties listed on the attached Service List:

- **PLAINTIFFS' NOTICE OF SUBPOENA AND SUBPOENA TO SIMON & SCHUSTER INTERNATIONAL LLC**

I declare under penalty of perjury that the foregoing is true and correct. Executed November 7, 2024, at San Francisco, California.

/s/Daniel M. Hutchinson
Daniel M. Hutchinson

SERVICE LIST

COOLEY LLP

Bobby A. Ghajar
Colette Ani Ghazarian
1333 2nd Street, Suite 400
Santa Monica, CA 90401
bghajar@cooley.com
cghazarian@cooley.com

Kathleen R. Hartnett
3 Embarcadero Center, 20th Floor
San Francisco, CA 94111-4004
khartnett@cooley.com

Judd D. Lauter
Elizabeth Lee Stameshkin
3175 Hanover Street
Palo Alto, CA 94304
jlauter@cooley.com
lstameshkin@cooley.com

LEX LUMINA PLLC

Mark Alan Lemley
745 Fifth Avenue, Suite 500
New York, NY 10151
mlemley@lex-lumina.com

**CLEARY GOTTlieb STEEN &
HAMILTON LLP**

Angela L. Dunning
1841 Page Mill Road
Palo Alto, CA 94304-1254
adunning@cgsh.com

*Counsel for Defendant
Meta Platforms, Inc.*

BOIES SCHILLER FLEXNER LLP

David Boies (*pro hac vice*)
333 Main Street
Armonk, NY 10504
dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
Joshua I. Schiller (SBN 330653)
Joshua M. Stein (SBN 298856)
44 Montgomery Street, 41st Floor
San Francisco, CA 94104
mpritt@bsflfp.com
jischiller@bsflfp.com
jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
1401 New York Ave, NW
Washington, DC 20005
jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
55 Hudson Yards, 20th Floor
New York, NY 10001
dsimons@bsflfp.com

**CAFFERTY CLOBES MERIWETHER
& SPRENGEL LLP**

Bryan L. Clobes (*pro hac vice*)
135 S. LaSalle Street, Suite 3210
Chicago, IL 60603
bclobes@caffertyclobes.com

DICELLO LEVITT

David A. Straite (*pro hac vice*)
485 Lexington Avenue, Suite 1001
New York, NY 10017
dstraite@dicellolevitt.com

Amy Keller
Nada Djordjevic
James A. Ulwick
Madeline Hills
10 North Dearborn Street, 6th Floor
Chicago, Illinois 60602
akeller@dicellolevitt.com
ndjordjevic@dicellolevitt.com
julwick@dicellolevitt.com
mhills@dicellolevitt.com

Counsel for Plaintiffs

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff

v.

Defendant)
)
)
)
)
)
)

Civil Action No. _____

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To:

(Name of person to whom this subpoena is directed)

☐ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Place:	Date and Time:

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____

CLERK OF COURT

OR

*Signature of Clerk or Deputy Clerk*_____
Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) _____, who issues or requests this subpoena, are:

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

Exhibit B-10

Plaintiffs' Document Subpoena Packet to
Springer Nature AG & Co. KGaA

**Lieff
Cabraser
Heimann &
Bernstein**
Attorneys at Law

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
t 415.956.1000
f 415.956.1008

October 25, 2024

Daniel M. Hutchinson
Partner
dhutchinson@lchb.com

VIA HAND DELIVER

Springer Nature AG & Co. KGaA
c/o Corporation Service Company
80 State Street
Albany, NY 12207-2543

RE: *Kadrey, et al., v. Meta Platforms, Inc.*, Case No. 3:23-cv-03417-VC

To Whom It May Concern:

Lieff Cabraser Heimann & Bernstein, LLP (“LCHB”) represents Plaintiffs in the above captioned class-action lawsuit. As part of that lawsuit, LCHB is seeking relevant information (documents and data) to support Plaintiffs’ claims. You are not being sued, and you are not a party to this lawsuit. Rather, you are receiving the enclosed Notice of Subpoena and Subpoena because Plaintiffs believe that you are among those who possess highly relevant information related to Plaintiffs’ claims. Plaintiffs’ claims are fully described in the Complaint, attached to the Subpoena as Exhibit 1.

We hope that you will work with us to provide the documents and/or data sought by the Subpoena. We are happy to work with you or your attorney to make the production of such information as efficient and easy as possible. Any information you provide will be kept confidential under the Stipulated Protective Order issued by the Court in this case and attached to the Subpoena as Exhibit 2.

We hope that you or your attorney will contact us so that we may further discuss the subpoena and any issues involved in production, including the date, location, and easiest method for production. The contact at our firm regarding the Subpoena is Daniel M. Hutchinson, dhutchinson@lchb.com, (415) 956.1000. Please feel free to contact us with any questions.

Very truly yours,



Daniel M. Hutchinson

DMH/wp

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
COWAN DEBAETS ABRAHAMS &
SHEPPARD LLP
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

[Additional counsel included below]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

RICHARD KADREY, et al.,

Individual and Representative Plaintiff,

Plaintiffs,

v.

META PLATFORMS, INC.,

Defendant.

Case No. 3:23-cv-03417-VC

**PLAINTIFFS' NOTICE OF SUBPOENA
AND SUBPOENA TO SPRINGER
NATURE AG & CO. KGAA**

PLEASE TAKE NOTICE that, pursuant to Rule 45 of the Federal Rules of Civil Procedure, Plaintiffs Richard Kadrey, et al., intend to serve the attached Subpoena upon Springer Nature AG & Co. KGaA to produce the information described in the Schedule A attached thereto at the time and place specified on the Subpoena or a time and place as counsel may agree.

Dated: November 7, 2024

Respectfully submitted,

By: /s/ Daniel M. Hutchinson
Daniel M. Hutchinson

David Boies (*pro hac vice*)
BOIES SCHILLER FLEXNER LLP
333 Main Street
Armonk, NY 10504
(914) 749-8200
dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
Joshua I. Schiller (SBN 330653)
Joshua M. Stein (SBN 298856)
44 Montgomery Street, 41st Floor
San Francisco, CA 94104
(415) 293-6800
mpritt@bsflfp.com
jischiller@bsflfp.com
jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
1401 New York Ave, NW
Washington, DC 20005
(202) 237-2727
jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
55 Hudson Yards, 20th Floor
New York, NY 10001
(914) 749-8200
dsimons@bsflfp.com

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
**COWAN DEBAETS ABRAHAMS
& SHEPPARD LLP**
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

1 Joseph R. Saveri (SBN 130064)
2 Cadio Zirpoli (SBN 179108)
3 Christopher K.L. Young (SBN 318371)
4 Holden Benon (SBN 325847)
5 Aaron Cera (SBN 351163)
6 **JOSEPH SAVERI LAW FIRM, LLP**
7 601 California Street, Suite 1505
8 San Francisco, California 94108
9 (415) 500-6800
10 jsaveri@saverilawfirm.com
11 czirpoli@saverilawfirm.com
12 cyoung@saverilawfirm.com
13 hbenon@saverilawfirm.com
14 acera@saverilawfirm.com

15 Matthew Butterick (SBN 250953)
16 1920 Hillhurst Avenue, #406
17 Los Angeles, CA 90027
18 (323) 968-2632
19 mb@buttericklaw.com

20 **CAFFERTY CLOBES**
21 **MERIWETHER & SPRENGEL LLP**
22 Bryan L. Clobes (*pro hac vice*)
23 135 S. LaSalle Street, Suite 3210
24 Chicago, IL 60603
25 (312) 782-4880
26 bclobes@caffertyclobes.com

27 **DICELLO LEVITT**
28 David A. Straite (*pro hac vice*)
485 Lexington Avenue, Suite 1001
New York, NY 10017
(646) 933-1000
dstraite@dicellolevitt.com

Amy Keller
Nada Djordjevic
James A. Ulwick
Madeline Hills
10 North Dearborn Street, 6th Floor
Chicago, Illinois 60602
(312) 214-7900
akeller@dicellolevitt.com
ndjordjevic@dicellolevitt.com
julwick@dicellolevitt.com
mhills@dicellolevitt.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

SCHEDULE A

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, the following is a list of requests (“Requests”) sought from the recipient of this Subpoena. These Requests seek information to support Plaintiffs’ claims as alleged in Plaintiffs’ Corrected Second Consolidated Amended Complaint in *Kadrey et al. v. Meta Platforms Inc.*, Case No. 3:23-cv-03417-VC (N.D. Cal. 2023).

DEFINITIONS

As used herein, the following words, terms, and phrases—whether singular or plural, or in an alternate verb tense—shall have the meanings ascribed below. Defined terms may not be capitalized or made uppercase. The given definitions apply even if a term in question is not capitalized or made uppercase. No waiver of a definition is implied by the use of a defined term in a non-capitalized or lowercase form:

1. “Agreements” means any oral or written contract, arrangement or understanding, whether formal or informal, between two or more Persons, including all drafts, versions, modifications, amendments, attachments, exhibits, and appendices thereof.

2. “AI Training Data” refers to any data used to develop, improve, or refine a machine-learning model, including a large language model. This includes, but is not limited to, feeding data into the model, adjusting algorithms, optimizing parameters, RLHF and testing, validating, and updating models. It also includes the selection, preparation, and use of Datasets, the execution of supervised, unsupervised, or reinforcement learning techniques, and any pre-processing steps, model tuning, cross-validation, and performance evaluations.

3. “All,” “Or,” and “And” should be understood to include and encompass “any”; “or” should be understood to include and encompass “and”; and “and” should be understood to include and encompass “or.”

4. “Communications” means oral or written communications of any kind, communicated directly or indirectly, including, without limitation inquiries, complaints, discussions, conversations, negotiations, agreements, meetings, interviews, telephone

1 conversations, letters, correspondences, memoranda, notes, telegrams, facsimiles, electronic mail
 2 (e-mail) messages and attachments, instant or direct messages (including SMS messages, text
 3 messages, Apple iMessages, Slack messages, Teams messages), memoranda, documents,
 4 writings, or other forms of communications. The term “Communications” includes instances
 5 where one party disseminates information that the other party receives but does not respond to.

6 5. “Complaint” refers to the operative complaint at the time documents are produced
 7 in response to these requests. At the time of service, the currently operative Complaint is
 8 Plaintiffs’ Corrected Second Consolidated Amended Complaint. ECF No. 133.

9 6. “Concerning,” whether capitalized or not, refers to and includes “constituting,”
 10 “evidencing,” “supporting,” “regarding,” “mentioning,” “reflecting,” “concerning,” “relating to,”
 11 “referring to,” “pertaining to,” “alluding to,” “responding to,” “proving,” “discussing,”
 12 “assessing,” “disproving,” “connected with,” “commenting on,” “about,” “showing,”
 13 “describing,” and/or logically or factually dealing with the matter described in the request in
 14 which the term appears.

15 7. “Defendant” means Defendant Meta Platforms, Inc.

16 8. “Document” is used in its broadest sense allowed by Rule 34(a) of the Federal
 17 Rules of Civil Procedure and includes, but is not limited to, any writings, drawings, graphs,
 18 handwriting, typewriting, printing, photostatting, photographing, photocopying, transmitting by
 19 electronic mail or facsimile, and every other means of recording upon any tangible thing, any
 20 form of communication or representation, including letters, words, pictures, sounds, or symbols,
 21 or combinations thereof, and any record thereby created, regardless of the manner in which the
 22 record has been stored.

23 This includes:

- 24 • The originals, drafts and All non-identical copies thereof, whether different from
 25 the original by reason of any notation made on such copies or otherwise;
- 26 • Booklets, brochures, pamphlets, circulars, notices, periodicals, papers, contracts,
 27 agreements, photographs, minutes, memoranda, messages, appraisals, analyses,
 28 reports, financial calculations and representations, invoices, accounting and diary

1 entries, inventory sheets, diaries, appointment books or calendars, teletypes,
 2 telefaxes, thermafaxes, ledgers, trial balances, correspondence, telegrams, press
 3 releases, advertisements, notes, working papers, drawings, schedules, tabulations,
 4 projections, information or programs stored in a computer (whether or not ever
 5 printed out or displayed), and All drafts, alterations, modifications, changes or
 6 amendments of any of the foregoing;

- 7 • Graphic or aural representations of any kind, including, without limitation,
 8 photographs, microfiche, microfilm, videotapes, recordings, drawing, charts and
 9 motion pictures;
- 10 • All letters, words, pictures, sounds, or symbols, or combinations thereof stored in
 11 or on any electronic, mechanical, magnetic, or optical device including, but not
 12 limited to: (i) computer data storage devices (servers, laptops hard-drives, flash
 13 drives, discs, magnetic cards, and the like), (ii) the internet or “the Cloud” (such as
 14 e-mail, web posts, social media posts, internet pages, etc.), and (iii) information
 15 stored on cell phones.

16 9. “Including” and “Includes,” whether capitalized or not, are used to provide
 17 examples of certain types of information and should not be construed as limiting a request or
 18 definition in any way. The terms “including” and “includes” shall be construed as if followed by
 19 the phrase “but not limited to.”

20 10. “Licensing agreement” means a strategic collaboration agreement and/or any
 21 agreement with the purpose and/or effect of developing AI products and/or features using Your
 22 content and/or materials.

23 11. “Meta” means Meta Platforms, Inc., and its employees, agents, attorneys,
 24 accountants, representatives, predecessors or successors-in-interest, any corporation or
 25 partnership under its direction, or any other person or entity acting on its behalf or under its
 26 control.

27 12. “OCR” means optical character recognition.

28 13. “Person” means any natural person or any business, legal, or governmental entity

1 or association.

2 14. “Relevant Period” includes and encompasses all times relevant to the acts and
3 failures to act which are relevant to the Complaint.

4 15. ““RLHF” means “reinforcement learning from human feedback.”

5 16. “You” or “Your” refers to Springer.

6 **INSTRUCTIONS**

7 1. Please separately respond to each item by stating (a) you will produce, (b) you are
8 presently unable to produce, or (c) you object to production.

9 2. Unless superseded by a mutually-agreed-upon stipulation, the following provisions
10 shall generally govern the production format and procedure for Hard Copy Documents and
11 images:

- 12 a. All Documents originating in hardcopy format will be produced as black-
13 and-white or color (if originally in color), single-page, 300 dpi Group IV
14 tagged image file format (“TIFF”) images, with OCR text and related path
15 provided in document level text files.
- 16 b. In scanning hardcopy documents, distinct documents should not be merged
17 into a single record, and single documents should not be split into multiple
18 records (i.e., hardcopy documents should be logically unitized). The
19 Producing Party will use reasonable efforts to unitize documents correctly.
- 20 c. Where a document, or a document group – such as folder, clipped bundle,
21 or binder – has an identification spine or other label, the information on the
22 label shall be scanned and produced as the first page of the document or
23 grouping.
- 24 d. Productions of the images shall be made using an image load file (.OPT or
25 .LFP) and a delimited database/Metadata load file (.DAT), pursuant to any
26 agreement to be made by the Parties or in accordance with any Stipulated
27 Order Regarding ESI Protocol and Production of ESI and Paper
28

Documents (“ESI Protocol”) to be entered by the Parties.

- e. You will utilize best efforts to ensure that paper records for a particular custodian, which are included in a single production, are produced in consecutive Bates-stamp order.

3. Unless superseded by a mutually-agreed-upon stipulation regarding the production of ESI, All Documents shall be produced in accordance with the specifications below except for source code, which may be produced in accordance with the specifications below.

- a. Where technically feasible, emails shall be produced in TIFF format. TIFFs shall be produced as true color, single-page Group IV TIFF in 8½ X 11-inch page size images at a resolution of at least 300 DPI with the quality setting of 75% or higher.
- b. When producing documents in TIFF format, the image files shall be produced along with Concordance/Opticon image load files, linking the images to the corresponding document that indicate the beginning and ending of each document, showing the Bates number of each page and the appropriate unitization of the documents.
- c. Each image file of an electronic document will be created directly from the original electronic document. Image files shall show all text and images that would be visible in the original electronic format (Native Format), including redlines and speaker notes.
- d. All TIFF files are to be provided with an accompanying searchable text (.TXT) file extracted from the native, electronic file (not generated as an OCR file from the TIFF image(s)), and such text files shall contain the full text extraction. To the extent technically feasible, extracted text shall provide all comments, tracked changes, speaker’s notes, and text from hidden worksheets, slides, columns and rows. In the case of files with redacted text, OCR’ed text of the redacted documents may be provided in lieu of extracted text. OCR software should be set to the highest quality setting during

1 processing.

- 2 e. All documents shall be produced in their original language. For documents
3 in foreign languages, the OCR shall be performed using an OCR tool and
4 settings suitable for the particular byte or multi-byte languages.
- 5 f. Each text file shall be named according to the Bates number of the first page
6 of the corresponding image files (e.g., BATES000001.TXT).
- 7 g. Microsoft Word Documents (or similar) (.DOC, .DOCX, or substantially
8 similar non-Microsoft file formats) should be produced as a single color
9 PDF file for each Document, containing all images for that document, and
10 should be imaged in a manner that captures track changes and comments.
11 To the extent Plaintiffs believes the converted image format distorts, omits,
12 or causes information to be improperly displayed, Plaintiffs may request
13 the Document in Native Format and the Parties shall meet and confer to
14 attempt to resolve the problem(s).
- 15 h. In the case of email, the corresponding text file shall include, where
16 reasonably available: (1) the individual(s) to whom the communication was
17 directed ("To"); (2) the author(s) of the email communication ("From"); (3)
18 who was copied and blind copied on such email ("CC" and "BCC"); (4) the
19 subject line of the email ("RE" or "Subject"); (5) the names of any
20 attachments; and (6) the text (body) of the email.
- 21 i. The following ESI shall be produced in native file format:
- 22 i. Excel files;
- 23 ii. Text message files;
- 24 iii. Presentation files (e.g., PowerPoint);
- 25 iv. Personal databases (MS Access);
- 26 v. Audio/video files;
- 27 vi. Web pages;
- 28 vii. Animations;

- 1 viii. Source code.
- 2 j. To the extent responsive Text Messages are being produced, they will be
- 3 produced in a reasonable usable format. YOU will disclose its production
- 4 format of Text Messages to the Plaintiffs prior to the production of Text
- 5 Messages. Plaintiffs retain their rights to meet and confer on the production
- 6 format to address any concerns.
- 7 k. The Parties reserve the right to request production of other ESI types in
- 8 Native Format, for example, that documents be produced in Microsoft
- 9 Word, in addition to TIFF images. The Parties agree to meet and confer
- 10 regarding such requests.
- 11 l. PowerPoint or other presentation files should be produced in Native Format
- 12 as (e.g., as .PPT files). PowerPoint presentations shall also be produced in
- 13 full-slide image format, along with speaker notes (which should follow the
- 14 full images of the slides) with related searchable text, Metadata, and
- 15 bibliographic information.
- 16 m. In the case of personal database (e.g., MS Access) files containing
- 17 confidential or privileged information, the parties shall meet and confer to
- 18 determine the appropriate form of production.
- 19 n. ESI shall be processed in a manner that preserves hidden columns or rows,
- 20 hidden text, worksheets, notes, tracked changes, and comments. Any Party
- 21 seeking a deviation from this provision must provide notice to other Parties
- 22 and the Parties agree to meet and confer regarding such requests.
- 23 o. The Parties will meet and confer about objective coding fields and
- 24 Metadata that will be produced for all ESI—including ESI produced in
- 25 TIFF or Native Format, and any such Metadata will be produced in
- 26 accordance with the Parties' agreement or in accordance with any ESI
- 27 Protocol to be agreed upon by the Parties.
- 28 p. Any Document produced in native format, will be produced according to

1 the following specifications:

- 2 i. A unique Bates number and confidentiality designation shall be
3 used as the file name and the original file name and file extension
4 shall be preserved in the corresponding load file. An example of this
5 convention would be: "BATES000001_HighlyConfidential.xls"
- 6 ii. The native format Documents shall be accompanied by reference
7 information that sets forth for each document, sufficient information
8 to allow the Parties to track and authenticate the native format
9 documents produced, including: (i) the name of the custodian from
10 whose files the electronic file is produced; (ii) an appropriately
11 calculated "MD-5 Hash Value"; (iii) the original name of the file;
12 and (iv) a Bates number.
- 13 iii. In all cases, unless there is no textual content, an OCR or Extracted
14 Text file shall be produced along with the native file. For any native
15 format documents that cannot be imaged or where the image is
16 produced as a separate document, a single page placeholder image
17 shall be provided that indicates the file was produced in native
18 format and contains the Bates number and confidential designation,
19 if any, of the corresponding file.
- 20 iv. In order to preserve the integrity of any file produced in Native
21 Format, no Bates number, confidentiality designation or internal
22 tracking number should be added to the body of the Native Format
23 document unless otherwise agreed to between the Producing Party
24 and the Receiving Party during any meet and confer related to the
25 production of that Native Format document.
- 26 v. Plaintiffs may also request that You produce additional file types of
27 electronic Documents in Native Format where converted image
28 formats distort or otherwise cause information to be improperly

1 displayed. The Parties shall meet and confer regarding such requests
2 in good faith and cooperation.

3 4. These Requests for Productions should be deemed continuing such that if Your
4 directors, officers, employees, agents, representatives or any person acting on Your behalf,
5 subsequently discover or obtain possession, custody, or control of any document or ESI
6 previously requested or required to be produced, and supplemental productions should be
7 provided as additional documents become available.

8 5. If You claim You are unable to produce a Document, you must state whether that
9 inability is because the Document never existed; has been destroyed, lost, misplaced or stolen; or
10 has never been or is no longer in your possession, custody or control. Such a statement must
11 further set forth the name and address of any person or entity that you know or believe to have
12 possession, custody or control of that item or category of item. If any Document responsive to a
13 request has been destroyed, produce all documents describing or referencing: (1) the contents of
14 the lost or destroyed document; (2) all locations in which any copy of the lost or destroyed
15 Document had been maintained; (3) the date of any such loss or destruction to the extent known;
16 (4) the name of each person who ordered, authorized and carried out the destruction of any lost or
17 destroyed Document; (5) all document retention and destruction policies in effect at the time any
18 requested Document was destroyed; and (6) all efforts made to locate any responsive Document
19 alleged to have been lost or destroyed.

20 6. If You object to any item or category of item, Your response shall (a) identify with
21 particularity each document or thing to which the objection is made and (b) set forth clearly the
22 extent of, and specific ground for, the objection; and You should respond to the Request to the
23 extent it is not objectionable.

24 7. If You object that a Document is covered by the attorney-client or other privilege,
25 or is work-product, You shall provide a Privilege Log containing: (1) the name of the Document;
26 (2) the name and address of the person(s) who prepared it; (3) the person(s) to whom it was
27 directed or circulated; (4) the date on which the Document was prepared or transmitted; (5) the
28 name and address of the person(s) now in possession of the Document; (6) the description of the

1 subject matter of the Document; and (7) the specific nature of the privilege claimed, including the
2 reasons and each and every fact supporting the withholding, and legal basis sufficient to
3 determine whether the claim of privilege is valid with respect to the Document (without revealing
4 privileged information).

5 **REQUESTS FOR PRODUCTION**

- 6 1. All licensing agreements related to AI training data.
7 2. All Documents and Communications related to any licensing agreements concerning AI
8 training data, including terms, conditions, and consideration.
9 3. All Documents and Communications related to licensing books for the use as AI training
10 data.
11 4. All Documents and Communications, including discussions, deliberations, or negotiations
12 related to any actual, proposed, or contemplated licensing agreements for AI training data,
13 including any actual, proposed, or contemplated terms, conditions, and consideration.
14 5. All Documents and Communications relating to the valuation of licenses for AI training
15 data.
16 6. All Communications with Meta relating to topics 1-5, above, for the time period from
17 January 1, 2023, to June 30, 2023.
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CERTIFICATE OF SERVICE

I, the undersigned, am employed by the Lieff Cabraser Heimann & Bernstein, LLP. My business address is 275 Battery Street, 29th Floor, San Francisco, California 94111-3339. I am over the age of eighteen and not a party to this action.

On November 7, 2024, I caused the following documents to be served by email upon the parties listed on the attached Service List:

- **PLAINTIFFS' NOTICE OF SUBPOENA AND SUBPOENA TO SPRINGER
NATURE AG & Co. KGaA**

I declare under penalty of perjury that the foregoing is true and correct. Executed November 7, 2024, at San Francisco, California.

/s/Daniel M. Hutchinson
Daniel M. Hutchinson

SERVICE LIST**COOLEY LLP**

Bobby A. Ghajar
 Colette Ani Ghazarian
 1333 2nd Street, Suite 400
 Santa Monica, CA 90401
 bghajar@cooley.com
 cghazarian@cooley.com

Kathleen R. Hartnett
 3 Embarcadero Center, 20th Floor
 San Francisco, CA 94111-4004
 khartnett@cooley.com

Judd D. Lauter
 Elizabeth Lee Stameshkin
 3175 Hanover Street
 Palo Alto, CA 94304
 jlauter@cooley.com
 lstameshkin@cooley.com

LEX LUMINA PLLC

Mark Alan Lemley
 745 Fifth Avenue, Suite 500
 New York, NY 10151
 mlemley@lex-lumina.com

CLEARY GOTTlieb STEEN & HAMILTON LLP

Angela L. Dunning
 1841 Page Mill Road
 Palo Alto, CA 94304-1254
 adunning@cgsh.com

*Counsel for Defendant
 Meta Platforms, Inc.*

BOIES SCHILLER FLEXNER LLP

David Boies (*pro hac vice*)
 333 Main Street
 Armonk, NY 10504
 dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
 Joshua I. Schiller (SBN 330653)
 Joshua M. Stein (SBN 298856)
 44 Montgomery Street, 41st Floor
 San Francisco, CA 94104
 mpritt@bsflfp.com
 jischiller@bsflfp.com
 jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
 1401 New York Ave, NW
 Washington, DC 20005
 jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
 55 Hudson Yards, 20th Floor
 New York, NY 10001
 dsimons@bsflfp.com

CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP

Bryan L. Clobes (*pro hac vice*)
 135 S. LaSalle Street, Suite 3210
 Chicago, IL 60603
 bclobes@caffertyclobes.com

DICELLO LEVITT

David A. Straite (*pro hac vice*)
 485 Lexington Avenue, Suite 1001
 New York, NY 10017
 dstraite@dicellolevitt.com

Amy Keller
 Nada Djordjevic
 James A. Ulwick
 Madeline Hills
 10 North Dearborn Street, 6th Floor
 Chicago, Illinois 60602
 akeller@dicellolevitt.com
 ndjordjevic@dicellolevitt.com
 julwick@dicellolevitt.com
 mhills@dicellolevitt.com

Counsel for Plaintiffs

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff

v.

Defendant)
)
)
)
)
)
)

Civil Action No. _____

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To:

(Name of person to whom this subpoena is directed)

☐ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Place:	Date and Time:

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____

CLERK OF COURT

OR

*Signature of Clerk or Deputy Clerk*_____
Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) _____, who issues or requests this subpoena, are:

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

Exhibit B-11

Plaintiffs' Document Subpoena Packet to
Susan Zhang

**Lieff
Cabraser
Heimann &
Bernstein**
Attorneys at Law

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
t 415.956.1000
f 415.956.1008

October 25, 2024

Daniel M. Hutchinson
Partner
dhutchinson@lchb.com

VIA HAND DELIVER

Susan Zhang
3622 Fulton Street
San Francisco, CA 94118-3603

RE: *Kadrey, et al., v. Meta Platforms, Inc.*, Case No. 3:23-cv-03417-VC

Dear Susan Zhang:

Lieff Cabraser Heimann & Bernstein, LLP (“LCHB”) represents Plaintiffs in the above captioned class-action lawsuit. As part of that lawsuit, LCHB is seeking relevant information (documents and data) to support Plaintiffs’ claims. You are not being sued, and you are not a party to this lawsuit. Rather, you are receiving the enclosed Notice of Subpoena and Subpoena because Plaintiffs believe that you are among those who possess highly relevant information related to Plaintiffs’ claims. Plaintiffs’ claims are fully described in the Complaint, attached to the Subpoena as Exhibit 1.

We hope that you will work with us to provide the documents and/or data sought by the Subpoena. We are happy to work with you or your attorney to make the production of such information as efficient and easy as possible. Any information you provide will be kept confidential under the Stipulated Protective Order issued by the Court in this case and attached to the Subpoena as Exhibit 2.

We hope that you or your attorney will contact us so that we may further discuss the subpoena and any issues involved in production, including the date, location, and easiest method for production. The contact at our firm regarding the Subpoena is Daniel M. Hutchinson, dhutchinson@lchb.com, (415) 956.1000. Please feel free to contact us with any questions.

Very truly yours,



Daniel M. Hutchinson

DMH/wp

3120939.1

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
COWAN DEBAETS ABRAHAMS &
SHEPPARD LLP
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

[Additional counsel included below]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

RICHARD KADREY, et al.,

Individual and Representative Plaintiff,

Plaintiffs,

v.

META PLATFORMS, INC.,

Defendant.

Case No. 3:23-cv-03417-VC

**PLAINTIFFS' NOTICE OF SUBPOENA
AND SUBPOENA TO SUSAN ZHANG**

PLEASE TAKE NOTICE that, pursuant to Rule 45 of the Federal Rules of Civil Procedure, Plaintiffs Richard Kadrey, et al., intend to serve the attached Subpoena upon Susan Zhang to produce the information described in the Schedule A attached thereto at the time and place specified on the Subpoena or a time and place as counsel may agree.

Dated: November 7, 2024

Respectfully submitted,

By: /s/ Daniel M. Hutchinson
Daniel M. Hutchinson

David Boies (*pro hac vice*)
BOIES SCHILLER FLEXNER LLP
333 Main Street
Armonk, NY 10504
(914) 749-8200
dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
Joshua I. Schiller (SBN 330653)
Joshua M. Stein (SBN 298856)
44 Montgomery Street, 41st Floor
San Francisco, CA 94104
(415) 293-6800
mpritt@bsflfp.com
jischiller@bsflfp.com
jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
1401 New York Ave, NW
Washington, DC 20005
(202) 237-2727
jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
55 Hudson Yards, 20th Floor
New York, NY 10001
(914) 749-8200
dsimons@bsflfp.com

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
**COWAN DEBAETS ABRAHAMS
& SHEPPARD LLP**
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

1 Joseph R. Saveri (SBN 130064)
2 Cadio Zirpoli (SBN 179108)
3 Christopher K.L. Young (SBN 318371)
4 Holden Benon (SBN 325847)
5 Aaron Cera (SBN 351163)
6 **JOSEPH SAVERI LAW FIRM, LLP**
7 601 California Street, Suite 1505
8 San Francisco, California 94108
9 (415) 500-6800
10 jsaveri@saverilawfirm.com
11 czirpoli@saverilawfirm.com
12 cyoung@saverilawfirm.com
13 hbenon@saverilawfirm.com
14 acera@saverilawfirm.com

15 Matthew Butterick (SBN 250953)
16 1920 Hillhurst Avenue, #406
17 Los Angeles, CA 90027
18 (323) 968-2632
19 mb@buttericklaw.com

20 **CAFFERTY CLOBES**
21 **MERIWETHER & SPRENGEL LLP**
22 Bryan L. Clobes (*pro hac vice*)
23 135 S. LaSalle Street, Suite 3210
24 Chicago, IL 60603
25 (312) 782-4880
26 bclobes@caffertyclobes.com

27 **DICELLO LEVITT**
28 David A. Straite (*pro hac vice*)
485 Lexington Avenue, Suite 1001
New York, NY 10017
(646) 933-1000
dstraite@dicellolevitt.com

Amy Keller
Nada Djordjevic
James A. Ulwick
Madeline Hills
10 North Dearborn Street, 6th Floor
Chicago, Illinois 60602
(312) 214-7900
akeller@dicellolevitt.com
ndjordjevic@dicellolevitt.com
julwick@dicellolevitt.com
mhills@dicellolevitt.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

SCHEDULE A

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, the following is a list of requests (“Requests”) sought from the recipient of this Subpoena. These Requests seek information to support Plaintiffs’ claims as alleged in Plaintiffs’ Corrected Second Consolidated Amended Complaint in *Kadrey et al. v. Meta Platforms Inc.*, Case No. 3:23-cv-03417-VC (N.D. Cal. 2023).

DEFINITIONS

As used herein, the following words, terms, and phrases—whether singular or plural, or in an alternate verb tense—shall have the meanings ascribed below. Defined terms may not be capitalized or made uppercase. The given definitions apply even if a term in question is not capitalized or made uppercase. No waiver of a definition is implied by the use of a defined term in a non-capitalized or lowercase form:

1. “AI Training Data” refers to any data used to develop, improve, or refine a machine-learning model, including a large language model. This includes, but is not limited to, feeding data into the model, adjusting algorithms, optimizing parameters, RLHF and testing, validating, and updating models. It also includes the selection, preparation, and use of Datasets, the execution of supervised, unsupervised, or reinforcement learning techniques, and any pre-processing steps, model tuning, cross-validation, and performance evaluations.

2. “All,” “Or,” and “And” should be understood to include and encompass “any”; “or” should be understood to include and encompass “and”; and “and” should be understood to include and encompass “or.”

3. “Communications” means oral or written communications of any kind, communicated directly or indirectly, including, without limitation inquiries, complaints, discussions, conversations, negotiations, agreements, meetings, interviews, telephone conversations, letters, correspondences, memoranda, notes, telegrams, facsimiles, electronic mail (e-mail) messages and attachments, instant or direct messages (including SMS messages, text

1 messages, Apple iMessages, Slack messages, Teams messages), memoranda, documents,
 2 writings, or other forms of communications. The term “Communications” includes instances
 3 where one party disseminates information that the other party receives but does not respond to.

4 4. “Complaint” refers to the operative complaint at the time documents are produced
 5 in response to these requests. At the time of service, the currently operative Complaint is
 6 Plaintiffs’ Corrected Second Consolidated Amended Complaint. ECF No. 133.

7 5. “Concerning,” whether capitalized or not, refers to and includes “constituting,”
 8 “evidencing,” “supporting,” “regarding,” “mentioning,” “reflecting,” “concerning,” “relating to,”
 9 “referring to,” “pertaining to,” “alluding to,” “responding to,” “proving,” “discussing,”
 10 “assessing,” “disproving,” “connected with,” “commenting on,” “about,” “showing,”
 11 “describing,” and/or logically or factually dealing with the matter described in the request in
 12 which the term appears.

13 6. “Defendant” means Defendant Meta Platforms, Inc.

14 7. “Document” is used in its broadest sense allowed by Rule 34(a) of the Federal
 15 Rules of Civil Procedure and includes, but is not limited to, any writings, drawings, graphs,
 16 handwriting, typewriting, printing, photostatting, photographing, photocopying, transmitting by
 17 electronic mail or facsimile, and every other means of recording upon any tangible thing, any
 18 form of communication or representation, including letters, words, pictures, sounds, or symbols,
 19 or combinations thereof, and any record thereby created, regardless of the manner in which the
 20 record has been stored.

21 This includes:

- 22 • The originals, drafts and All non-identical copies thereof, whether different from
 23 the original by reason of any notation made on such copies or otherwise;
- 24 • Booklets, brochures, pamphlets, circulars, notices, periodicals, papers, contracts,
 25 agreements, photographs, minutes, memoranda, messages, appraisals, analyses,
 26 reports, financial calculations and representations, invoices, accounting and diary
 27 entries, inventory sheets, diaries, appointment books or calendars, teletypes,
 28 telefaxes, thermafaxes, ledgers, trial balances, correspondence, telegrams, press

releases, advertisements, notes, working papers, drawings, schedules, tabulations, projections, information or programs stored in a computer (whether or not ever printed out or displayed), and All drafts, alterations, modifications, changes or amendments of any of the foregoing;

- Graphic or aural representations of any kind, including, without limitation, photographs, microfiche, microfilm, videotapes, recordings, drawing, charts and motion pictures;
- All letters, words, pictures, sounds, or symbols, or combinations thereof stored in or on any electronic, mechanical, magnetic, or optical device including, but not limited to: (i) computer data storage devices (servers, laptops hard-drives, flash drives, discs, magnetic cards, and the like), (ii) the internet or “the Cloud” (such as e-mail, web posts, social media posts, internet pages, etc.), and (iii) information stored on cell phones.

8. “Including” and “Includes,” whether capitalized or not, are used to provide examples of certain types of information and should not be construed as limiting a request or definition in any way. The terms “including” and “includes” shall be construed as if followed by the phrase “but not limited to.”

9. “Meta” means Meta Platforms, Inc., and its employees, agents, attorneys, accountants, representatives, predecessors or successors-in-interest, any corporation or partnership under its direction, or any other person or entity acting on its behalf or under its control.

10. “Relevant Period” includes and encompasses all times relevant to the acts and failures to act which are relevant to the Complaint.

11. “RLHF” means “reinforcement learning from human feedback.”

12. “You” or “Your” refers to you.

INSTRUCTIONS

1. Please separately respond to each item by stating (a) you will produce, (b) you are

1 presently unable to produce, or (c) you object to production.

2 2. These Requests for Productions should be deemed continuing such that if You
3 subsequently discover or obtain possession, custody, or control of any document or ESI
4 previously requested or required to be produced, and supplemental productions should be
5 provided as additional documents become available.

6 3. If You claim You are unable to produce a Document, you must state whether that
7 inability is because the Document never existed; has been destroyed, lost, misplaced or stolen; or
8 has never been or is no longer in your possession, custody or control. Such a statement must
9 further set forth the name and address of any person or entity that you know or believe to have
10 possession, custody or control of that item or category of item. If any Document responsive to a
11 request has been destroyed, produce all documents describing or referencing: (1) the contents of
12 the lost or destroyed document; (2) all locations in which any copy of the lost or destroyed
13 Document had been maintained; (3) the date of any such loss or destruction to the extent known;
14 (4) the name of each person who ordered, authorized and carried out the destruction of any lost or
15 destroyed Document; (5) all document retention and destruction policies in effect at the time any
16 requested Document was destroyed; and (6) all efforts made to locate any responsive Document
17 alleged to have been lost or destroyed.

18 4. If You object to any item or category of item, Your response shall (a) identify with
19 particularity each document or thing to which the objection is made and (b) set forth clearly the
20 extent of, and specific ground for, the objection; and You should respond to the Request to the
21 extent it is not objectionable.

22 5. If You object that a Document is covered by the attorney-client or other privilege,
23 or is work-product, You shall provide a Privilege Log containing: (1) the name of the Document;
24 (2) the name and address of the person(s) who prepared it; (3) the person(s) to whom it was
25 directed or circulated; (4) the date on which the Document was prepared or transmitted; (5) the
26 name and address of the person(s) now in possession of the Document; (6) the description of the
27 subject matter of the Document; and (7) the specific nature of the privilege claimed, including the
28 reasons and each and every fact supporting the withholding, and legal basis sufficient to

1 determine whether the claim of privilege is valid with respect to the Document (without revealing
2 privileged information).

3 **SCHEDULE A**

- 4 1. All Documents and Communications related to ethical considerations regarding the use of
5 copyrighted material as AI training data.
6 2. All Documents and Communications related to the use of books as AI training data.

CERTIFICATE OF SERVICE

I, the undersigned, am employed by the Lieff Cabraser Heimann & Bernstein, LLP. My business address is 275 Battery Street, 29th Floor, San Francisco, California 94111-3339. I am over the age of eighteen and not a party to this action.

On November 7, 2024, I caused the following documents to be served by email upon the parties listed on the attached Service List:

- **PLAINTIFFS' NOTICE OF SUBPOENA AND SUBPOENA TO SUSAN ZHANG**

I declare under penalty of perjury that the foregoing is true and correct. Executed November 7, 2024, at San Francisco, California.

/s/Daniel M. Hutchinson
Daniel M. Hutchinson

SERVICE LIST**COOLEY LLP**

Bobby A. Ghajar
 Colette Ani Ghazarian
 1333 2nd Street, Suite 400
 Santa Monica, CA 90401
 bghajar@cooley.com
 cghazarian@cooley.com

Kathleen R. Hartnett
 3 Embarcadero Center, 20th Floor
 San Francisco, CA 94111-4004
 khartnett@cooley.com

Judd D. Lauter
 Elizabeth Lee Stameshkin
 3175 Hanover Street
 Palo Alto, CA 94304
 jlauter@cooley.com
 lstameshkin@cooley.com

LEX LUMINA PLLC

Mark Alan Lemley
 745 Fifth Avenue, Suite 500
 New York, NY 10151
 mlemley@lex-lumina.com

CLEARY GOTTlieb STEEN & HAMILTON LLP

Angela L. Dunning
 1841 Page Mill Road
 Palo Alto, CA 94304-1254
 adunning@cgsh.com

*Counsel for Defendant
 Meta Platforms, Inc.*

BOIES SCHILLER FLEXNER LLP

David Boies (*pro hac vice*)
 333 Main Street
 Armonk, NY 10504
 dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
 Joshua I. Schiller (SBN 330653)
 Joshua M. Stein (SBN 298856)
 44 Montgomery Street, 41st Floor
 San Francisco, CA 94104
 mpritt@bsflfp.com
 jischiller@bsflfp.com
 jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
 1401 New York Ave, NW
 Washington, DC 20005
 jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
 55 Hudson Yards, 20th Floor
 New York, NY 10001
 dsimons@bsflfp.com

CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP

Bryan L. Clobes (*pro hac vice*)
 135 S. LaSalle Street, Suite 3210
 Chicago, IL 60603
 bclobes@caffertyclobes.com

DICELLO LEVITT

David A. Straite (*pro hac vice*)
 485 Lexington Avenue, Suite 1001
 New York, NY 10017
 dstraite@dicellolevitt.com

Amy Keller
 Nada Djordjevic
 James A. Ulwick
 Madeline Hills
 10 North Dearborn Street, 6th Floor
 Chicago, Illinois 60602
 akeller@dicellolevitt.com
 ndjordjevic@dicellolevitt.com
 julwick@dicellolevitt.com
 mhills@dicellolevitt.com

Counsel for Plaintiffs

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff

v.

Defendant)
)
)
)
)
)
)

Civil Action No. _____

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To:

(Name of person to whom this subpoena is directed)

☐ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Place:	Date and Time:

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____

CLERK OF COURT

OR

*Signature of Clerk or Deputy Clerk*_____
Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) _____, who issues or requests this subpoena, are:

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____
_____ *Server's signature*

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

Exhibit B-12

Plaintiffs' Document Subpoena Packet to
Theater Communications Group, Inc.

**Lieff
Cabraser
Heimann &
Bernstein**
Attorneys at Law

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
t 415.956.1000
f 415.956.1008

October 25, 2024

Daniel M. Hutchinson
Partner
dhutchinson@lchb.com

VIA HAND DELIVER

Theater Communications Group, Inc.
355 Lexington Ave.
New York, NY 10017

RE: *Kadrey, et al., v. Meta Platforms, Inc.*, Case No. 3:23-cv-03417-VC

To Whom It May Concern:

Lieff Cabraser Heimann & Bernstein, LLP (“LCHB”) represents Plaintiffs in the above captioned class-action lawsuit. As part of that lawsuit, LCHB is seeking relevant information (documents and data) to support Plaintiffs’ claims. You are not being sued, and you are not a party to this lawsuit. Rather, you are receiving the enclosed Notice of Subpoena and Subpoena because Plaintiffs believe that you are among those who possess highly relevant information related to Plaintiffs’ claims. Plaintiffs’ claims are fully described in the Complaint, attached to the Subpoena as Exhibit 1.

We hope that you will work with us to provide the documents and/or data sought by the Subpoena. We are happy to work with you or your attorney to make the production of such information as efficient and easy as possible. Any information you provide will be kept confidential under the Stipulated Protective Order issued by the Court in this case and attached to the Subpoena as Exhibit 2.

We hope that you or your attorney will contact us so that we may further discuss the subpoena and any issues involved in production, including the date, location, and easiest method for production. The contact at our firm regarding the Subpoena is Daniel M. Hutchinson, dhutchinson@lchb.com, (415) 956.1000. Please feel free to contact us with any questions.

Very truly yours,



Daniel M. Hutchinson

DMH/wp

Elizabeth J. Cabraser (State Bar No. 083151)
 Daniel M. Hutchinson (State Bar No. 239458)
 Reilly T. Stoler (State Bar No. 310761)
 LIEFF CABRASER HEIMANN &
 BERNSTEIN, LLP
 275 Battery Street, 29th Floor
 San Francisco, CA 94111-3339
 Telephone: (415) 956-1000
 ecabraser@lchb.com
 dhutchinson@lchb.com
 rstoler@lchb.com

Rachel Geman (*pro hac vice*)
 LIEFF CABRASER HEIMANN &
 BERNSTEIN, LLP
 250 Hudson Street, 8th Floor
 New York, New York 10013-1413
 Telephone: (212) 355-9500
 rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
 CeCe M. Cole (*pro hac vice*)
 COWAN DEBAETS ABRAHAMS &
 SHEPPARD LLP
 60 Broad Street, 30th Floor
 New York, New York 10004
 Telephone: (212) 974-7474
 ssholder@cdas.com
 ccole@cdas.com

*Counsel for Individual and Representative
 Plaintiffs and the Proposed Class*

[Additional counsel included below]

**UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO DIVISION**

RICHARD KADREY, et al.,

Individual and Representative Plaintiff,

Plaintiffs,

v.

META PLATFORMS, INC.,

Defendant.

Case No. 3:23-cv-03417-VC

**PLAINTIFFS' NOTICE OF SUBPOENA
 AND SUBPOENA TO THEATER
 COMMUNICATIONS GROUP, INC.**

PLEASE TAKE NOTICE that, pursuant to Rule 45 of the Federal Rules of Civil Procedure, Plaintiffs Richard Kadrey, et al., intend to serve the attached Subpoena upon Theater Communications Group, Inc. to produce the information described in the Schedule A attached thereto at the time and place specified on the Subpoena or a time and place as counsel may agree.

Dated: November 7, 2024

Respectfully submitted,

By: /s/ Daniel M. Hutchinson
Daniel M. Hutchinson

David Boies (*pro hac vice*)
BOIES SCHILLER FLEXNER LLP
333 Main Street
Armonk, NY 10504
(914) 749-8200
dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
Joshua I. Schiller (SBN 330653)
Joshua M. Stein (SBN 298856)
44 Montgomery Street, 41st Floor
San Francisco, CA 94104
(415) 293-6800
mpritt@bsflfp.com
jischiller@bsflfp.com
jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
1401 New York Ave, NW
Washington, DC 20005
(202) 237-2727
jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
55 Hudson Yards, 20th Floor
New York, NY 10001
(914) 749-8200
dsimons@bsflfp.com

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
**COWAN DEBAETS ABRAHAMS
& SHEPPARD LLP**
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

1 Joseph R. Saveri (SBN 130064)
2 Cadio Zirpoli (SBN 179108)
3 Christopher K.L. Young (SBN 318371)
4 Holden Benon (SBN 325847)
5 Aaron Cera (SBN 351163)
6 **JOSEPH SAVERI LAW FIRM, LLP**
7 601 California Street, Suite 1505
8 San Francisco, California 94108
9 (415) 500-6800
10 jsaveri@saverilawfirm.com
11 czirpoli@saverilawfirm.com
12 cyoung@saverilawfirm.com
13 hbenon@saverilawfirm.com
14 acera@saverilawfirm.com

15 Matthew Butterick (SBN 250953)
16 1920 Hillhurst Avenue, #406
17 Los Angeles, CA 90027
18 (323) 968-2632
19 mb@buttericklaw.com

20 **CAFFERTY CLOBES**
21 **MERIWETHER & SPRENGEL LLP**
22 Bryan L. Clobes (*pro hac vice*)
23 135 S. LaSalle Street, Suite 3210
24 Chicago, IL 60603
25 (312) 782-4880
26 bclobes@caffertyclobes.com

27 **DICELLO LEVITT**
28 David A. Straite (*pro hac vice*)
485 Lexington Avenue, Suite 1001
New York, NY 10017
(646) 933-1000
dstraite@dicellolevitt.com

Amy Keller
Nada Djordjevic
James A. Ulwick
Madeline Hills
10 North Dearborn Street, 6th Floor
Chicago, Illinois 60602
(312) 214-7900
akeller@dicellolevitt.com
ndjordjevic@dicellolevitt.com
julwick@dicellolevitt.com
mhills@dicellolevitt.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

SCHEDULE A

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, the following is a list of requests (“Requests”) sought from the recipient of this Subpoena. These Requests seek information to support Plaintiffs’ claims as alleged in Plaintiffs’ Corrected Second Consolidated Amended Complaint in *Kadrey et al. v. Meta Platforms Inc.*, Case No. 3:23-cv-03417-VC (N.D. Cal. 2023).

DEFINITIONS

As used herein, the following words, terms, and phrases—whether singular or plural, or in an alternate verb tense—shall have the meanings ascribed below. Defined terms may not be capitalized or made uppercase. The given definitions apply even if a term in question is not capitalized or made uppercase. No waiver of a definition is implied by the use of a defined term in a non-capitalized or lowercase form:

1. “Agreements” means any oral or written contract, arrangement or understanding, whether formal or informal, between two or more Persons, including all drafts, versions, modifications, amendments, attachments, exhibits, and appendices thereof.

2. “AI Training Data” refers to any data used to develop, improve, or refine a machine-learning model, including a large language model. This includes, but is not limited to, feeding data into the model, adjusting algorithms, optimizing parameters, RLHF and testing, validating, and updating models. It also includes the selection, preparation, and use of Datasets, the execution of supervised, unsupervised, or reinforcement learning techniques, and any pre-processing steps, model tuning, cross-validation, and performance evaluations.

3. “All,” “Or,” and “And” should be understood to include and encompass “any”; “or” should be understood to include and encompass “and”; and “and” should be understood to include and encompass “or.”

4. “Communications” means oral or written communications of any kind, communicated directly or indirectly, including, without limitation inquiries, complaints, discussions, conversations, negotiations, agreements, meetings, interviews, telephone

1 conversations, letters, correspondences, memoranda, notes, telegrams, facsimiles, electronic mail
 2 (e-mail) messages and attachments, instant or direct messages (including SMS messages, text
 3 messages, Apple iMessages, Slack messages, Teams messages), memoranda, documents,
 4 writings, or other forms of communications. The term “Communications” includes instances
 5 where one party disseminates information that the other party receives but does not respond to.

6 5. “Complaint” refers to the operative complaint at the time documents are produced
 7 in response to these requests. At the time of service, the currently operative Complaint is
 8 Plaintiffs’ Corrected Second Consolidated Amended Complaint. ECF No. 133.

9 6. “Concerning,” whether capitalized or not, refers to and includes “constituting,”
 10 “evidencing,” “supporting,” “regarding,” “mentioning,” “reflecting,” “concerning,” “relating to,”
 11 “referring to,” “pertaining to,” “alluding to,” “responding to,” “proving,” “discussing,”
 12 “assessing,” “disproving,” “connected with,” “commenting on,” “about,” “showing,”
 13 “describing,” and/or logically or factually dealing with the matter described in the request in
 14 which the term appears.

15 7. “Defendant” means Defendant Meta Platforms, Inc.

16 8. “Document” is used in its broadest sense allowed by Rule 34(a) of the Federal
 17 Rules of Civil Procedure and includes, but is not limited to, any writings, drawings, graphs,
 18 handwriting, typewriting, printing, photostatting, photographing, photocopying, transmitting by
 19 electronic mail or facsimile, and every other means of recording upon any tangible thing, any
 20 form of communication or representation, including letters, words, pictures, sounds, or symbols,
 21 or combinations thereof, and any record thereby created, regardless of the manner in which the
 22 record has been stored.

23 This includes:

- 24 • The originals, drafts and All non-identical copies thereof, whether different from
 25 the original by reason of any notation made on such copies or otherwise;
- 26 • Booklets, brochures, pamphlets, circulars, notices, periodicals, papers, contracts,
 27 agreements, photographs, minutes, memoranda, messages, appraisals, analyses,
 28 reports, financial calculations and representations, invoices, accounting and diary

1 entries, inventory sheets, diaries, appointment books or calendars, teletypes,
 2 telefaxes, thermafaxes, ledgers, trial balances, correspondence, telegrams, press
 3 releases, advertisements, notes, working papers, drawings, schedules, tabulations,
 4 projections, information or programs stored in a computer (whether or not ever
 5 printed out or displayed), and All drafts, alterations, modifications, changes or
 6 amendments of any of the foregoing;

- 7 • Graphic or aural representations of any kind, including, without limitation,
 8 photographs, microfiche, microfilm, videotapes, recordings, drawing, charts and
 9 motion pictures;
- 10 • All letters, words, pictures, sounds, or symbols, or combinations thereof stored in
 11 or on any electronic, mechanical, magnetic, or optical device including, but not
 12 limited to: (i) computer data storage devices (servers, laptops hard-drives, flash
 13 drives, discs, magnetic cards, and the like), (ii) the internet or “the Cloud” (such as
 14 e-mail, web posts, social media posts, internet pages, etc.), and (iii) information
 15 stored on cell phones.

16 9. “Including” and “Includes,” whether capitalized or not, are used to provide
 17 examples of certain types of information and should not be construed as limiting a request or
 18 definition in any way. The terms “including” and “includes” shall be construed as if followed by
 19 the phrase “but not limited to.”

20 10. “Licensing agreement” means a strategic collaboration agreement and/or any
 21 agreement with the purpose and/or effect of developing AI products and/or features using Your
 22 content and/or materials.

23 11. “Meta” means Meta Platforms, Inc., and its employees, agents, attorneys,
 24 accountants, representatives, predecessors or successors-in-interest, any corporation or
 25 partnership under its direction, or any other person or entity acting on its behalf or under its
 26 control.

27 12. “OCR” means optical character recognition.

28 13. “Person” means any natural person or any business, legal, or governmental entity

1 or association.

2 14. “Relevant Period” includes and encompasses all times relevant to the acts and
3 failures to act which are relevant to the Complaint.

4 15. “RLHF” means “reinforcement learning from human feedback.”

5 16. “You” or “Your” refers to Theater Communications Group, Inc.

6 **INSTRUCTIONS**

7 1. Please separately respond to each item by stating (a) you will produce, (b) you are
8 presently unable to produce, or (c) you object to production.

9 2. Unless superseded by a mutually-agreed-upon stipulation, the following provisions
10 shall generally govern the production format and procedure for Hard Copy Documents and
11 images:

- 12 a. All Documents originating in hardcopy format will be produced as black-
13 and-white or color (if originally in color), single-page, 300 dpi Group IV
14 tagged image file format (“TIFF”) images, with OCR text and related path
15 provided in document level text files.
- 16 b. In scanning hardcopy documents, distinct documents should not be merged
17 into a single record, and single documents should not be split into multiple
18 records (i.e., hardcopy documents should be logically unitized). The
19 Producing Party will use reasonable efforts to unitize documents correctly.
- 20 c. Where a document, or a document group – such as folder, clipped bundle,
21 or binder – has an identification spine or other label, the information on the
22 label shall be scanned and produced as the first page of the document or
23 grouping.
- 24 d. Productions of the images shall be made using an image load file (.OPT or
25 .LFP) and a delimited database/Metadata load file (.DAT), pursuant to any
26 agreement to be made by the Parties or in accordance with any Stipulated
27 Order Regarding ESI Protocol and Production of ESI and Paper
28

Documents (“ESI Protocol”) to be entered by the Parties.

- e. You will utilize best efforts to ensure that paper records for a particular custodian, which are included in a single production, are produced in consecutive Bates-stamp order.

3. Unless superseded by a mutually-agreed-upon stipulation regarding the production of ESI, All Documents shall be produced in accordance with the specifications below except for source code, which may be produced in accordance with the specifications below.

- a. Where technically feasible, emails shall be produced in TIFF format. TIFFs shall be produced as true color, single-page Group IV TIFF in 8½ X 11-inch page size images at a resolution of at least 300 DPI with the quality setting of 75% or higher.
- b. When producing documents in TIFF format, the image files shall be produced along with Concordance/Opticon image load files, linking the images to the corresponding document that indicate the beginning and ending of each document, showing the Bates number of each page and the appropriate unitization of the documents.
- c. Each image file of an electronic document will be created directly from the original electronic document. Image files shall show all text and images that would be visible in the original electronic format (Native Format), including redlines and speaker notes.
- d. All TIFF files are to be provided with an accompanying searchable text (.TXT) file extracted from the native, electronic file (not generated as an OCR file from the TIFF image(s)), and such text files shall contain the full text extraction. To the extent technically feasible, extracted text shall provide all comments, tracked changes, speaker’s notes, and text from hidden worksheets, slides, columns and rows. In the case of files with redacted text, OCR’ed text of the redacted documents may be provided in lieu of extracted text. OCR software should be set to the highest quality setting during

1 processing.

- 2 e. All documents shall be produced in their original language. For documents
3 in foreign languages, the OCR shall be performed using an OCR tool and
4 settings suitable for the particular byte or multi-byte languages.
- 5 f. Each text file shall be named according to the Bates number of the first page
6 of the corresponding image files (e.g., BATES000001.TXT).
- 7 g. Microsoft Word Documents (or similar) (.DOC, .DOCX, or substantially
8 similar non-Microsoft file formats) should be produced as a single color
9 PDF file for each Document, containing all images for that document, and
10 should be imaged in a manner that captures track changes and comments.
11 To the extent Plaintiffs believes the converted image format distorts, omits,
12 or causes information to be improperly displayed, Plaintiffs may request
13 the Document in Native Format and the Parties shall meet and confer to
14 attempt to resolve the problem(s).
- 15 h. In the case of email, the corresponding text file shall include, where
16 reasonably available: (1) the individual(s) to whom the communication was
17 directed (“To”); (2) the author(s) of the email communication (“From”); (3)
18 who was copied and blind copied on such email (“CC” and “BCC”); (4) the
19 subject line of the email (“RE” or “Subject”); (5) the names of any
20 attachments; and (6) the text (body) of the email.
- 21 i. The following ESI shall be produced in native file format:
- 22 i. Excel files;
- 23 ii. Text message files;
- 24 iii. Presentation files (e.g., PowerPoint);
- 25 iv. Personal databases (MS Access);
- 26 v. Audio/video files;
- 27 vi. Web pages;
- 28 vii. Animations;

- 1 viii. Source code.
- 2 j. To the extent responsive Text Messages are being produced, they will be
- 3 produced in a reasonable usable format. YOU will disclose its production
- 4 format of Text Messages to the Plaintiffs prior to the production of Text
- 5 Messages. Plaintiffs retain their rights to meet and confer on the production
- 6 format to address any concerns.
- 7 k. The Parties reserve the right to request production of other ESI types in
- 8 Native Format, for example, that documents be produced in Microsoft
- 9 Word, in addition to TIFF images. The Parties agree to meet and confer
- 10 regarding such requests.
- 11 l. PowerPoint or other presentation files should be produced in Native Format
- 12 as (e.g., as .PPT files). PowerPoint presentations shall also be produced in
- 13 full-slide image format, along with speaker notes (which should follow the
- 14 full images of the slides) with related searchable text, Metadata, and
- 15 bibliographic information.
- 16 m. In the case of personal database (e.g., MS Access) files containing
- 17 confidential or privileged information, the parties shall meet and confer to
- 18 determine the appropriate form of production.
- 19 n. ESI shall be processed in a manner that preserves hidden columns or rows,
- 20 hidden text, worksheets, notes, tracked changes, and comments. Any Party
- 21 seeking a deviation from this provision must provide notice to other Parties
- 22 and the Parties agree to meet and confer regarding such requests.
- 23 o. The Parties will meet and confer about objective coding fields and
- 24 Metadata that will be produced for all ESI—including ESI produced in
- 25 TIFF or Native Format, and any such Metadata will be produced in
- 26 accordance with the Parties' agreement or in accordance with any ESI
- 27 Protocol to be agreed upon by the Parties.
- 28 p. Any Document produced in native format, will be produced according to

1 the following specifications:

- 2 i. A unique Bates number and confidentiality designation shall be
3 used as the file name and the original file name and file extension
4 shall be preserved in the corresponding load file. An example of this
5 convention would be: "BATES000001_HighlyConfidential.xls"
- 6 ii. The native format Documents shall be accompanied by reference
7 information that sets forth for each document, sufficient information
8 to allow the Parties to track and authenticate the native format
9 documents produced, including: (i) the name of the custodian from
10 whose files the electronic file is produced; (ii) an appropriately
11 calculated "MD-5 Hash Value"; (iii) the original name of the file;
12 and (iv) a Bates number.
- 13 iii. In all cases, unless there is no textual content, an OCR or Extracted
14 Text file shall be produced along with the native file. For any native
15 format documents that cannot be imaged or where the image is
16 produced as a separate document, a single page placeholder image
17 shall be provided that indicates the file was produced in native
18 format and contains the Bates number and confidential designation,
19 if any, of the corresponding file.
- 20 iv. In order to preserve the integrity of any file produced in Native
21 Format, no Bates number, confidentiality designation or internal
22 tracking number should be added to the body of the Native Format
23 document unless otherwise agreed to between the Producing Party
24 and the Receiving Party during any meet and confer related to the
25 production of that Native Format document.
- 26 v. Plaintiffs may also request that You produce additional file types of
27 electronic Documents in Native Format where converted image
28 formats distort or otherwise cause information to be improperly

1 displayed. The Parties shall meet and confer regarding such requests
2 in good faith and cooperation.

3 4. These Requests for Productions should be deemed continuing such that if Your
4 directors, officers, employees, agents, representatives or any person acting on Your behalf,
5 subsequently discover or obtain possession, custody, or control of any document or ESI
6 previously requested or required to be produced, and supplemental productions should be
7 provided as additional documents become available.

8 5. If You claim You are unable to produce a Document, you must state whether that
9 inability is because the Document never existed; has been destroyed, lost, misplaced or stolen; or
10 has never been or is no longer in your possession, custody or control. Such a statement must
11 further set forth the name and address of any person or entity that you know or believe to have
12 possession, custody or control of that item or category of item. If any Document responsive to a
13 request has been destroyed, produce all documents describing or referencing: (1) the contents of
14 the lost or destroyed document; (2) all locations in which any copy of the lost or destroyed
15 Document had been maintained; (3) the date of any such loss or destruction to the extent known;
16 (4) the name of each person who ordered, authorized and carried out the destruction of any lost or
17 destroyed Document; (5) all document retention and destruction policies in effect at the time any
18 requested Document was destroyed; and (6) all efforts made to locate any responsive Document
19 alleged to have been lost or destroyed.

20 6. If You object to any item or category of item, Your response shall (a) identify with
21 particularity each document or thing to which the objection is made and (b) set forth clearly the
22 extent of, and specific ground for, the objection; and You should respond to the Request to the
23 extent it is not objectionable.

24 7. If You object that a Document is covered by the attorney-client or other privilege,
25 or is work-product, You shall provide a Privilege Log containing: (1) the name of the Document;
26 (2) the name and address of the person(s) who prepared it; (3) the person(s) to whom it was
27 directed or circulated; (4) the date on which the Document was prepared or transmitted; (5) the
28 name and address of the person(s) now in possession of the Document; (6) the description of the

1 subject matter of the Document; and (7) the specific nature of the privilege claimed, including the
2 reasons and each and every fact supporting the withholding, and legal basis sufficient to
3 determine whether the claim of privilege is valid with respect to the Document (without revealing
4 privileged information).

5 **REQUESTS FOR PRODUCTION**

- 6 1. All licensing agreements related to AI training data.
7 2. All Documents and Communications related to any licensing agreements concerning AI
8 training data, including terms, conditions, and consideration.
9 3. All Documents and Communications related to licensing books for the use as AI training
10 data.
11 4. All Documents and Communications, including discussions, deliberations, or negotiations
12 related to any actual, proposed, or contemplated licensing agreements for AI training data,
13 including any actual, proposed, or contemplated terms, conditions, and consideration.
14 5. All Documents and Communications relating to the valuation of licenses for AI training
15 data.
16 6. All Communications with Meta relating to topics 1-5, above, for the time period from
17 January 1, 2023, to June 30, 2023.
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CERTIFICATE OF SERVICE

I, the undersigned, am employed by the Lieff Cabraser Heimann & Bernstein, LLP. My business address is 275 Battery Street, 29th Floor, San Francisco, California 94111-3339. I am over the age of eighteen and not a party to this action.

On November 7, 2024, I caused the following documents to be served by email upon the parties listed on the attached Service List:

- **PLAINTIFFS' NOTICE OF SUBPOENA AND SUBPOENA TO THEATER COMMUNICATIONS GROUP, INC.**

I declare under penalty of perjury that the foregoing is true and correct. Executed November 7, 2024, at San Francisco, California.

/s/Daniel M. Hutchinson
Daniel M. Hutchinson

SERVICE LIST

COOLEY LLP

Bobby A. Ghajar
Colette Ani Ghazarian
1333 2nd Street, Suite 400
Santa Monica, CA 90401
bghajar@cooley.com
cghazarian@cooley.com

Kathleen R. Hartnett
3 Embarcadero Center, 20th Floor
San Francisco, CA 94111-4004
khartnett@cooley.com

Judd D. Lauter
Elizabeth Lee Stameshkin
3175 Hanover Street
Palo Alto, CA 94304
jlauter@cooley.com
lstameshkin@cooley.com

LEX LUMINA PLLC

Mark Alan Lemley
745 Fifth Avenue, Suite 500
New York, NY 10151
mlemley@lex-lumina.com

**CLEARY GOTTlieb STEEN &
HAMILTON LLP**

Angela L. Dunning
1841 Page Mill Road
Palo Alto, CA 94304-1254
adunning@cgsh.com

*Counsel for Defendant
Meta Platforms, Inc.*

BOIES SCHILLER FLEXNER LLP

David Boies (*pro hac vice*)
333 Main Street
Armonk, NY 10504
dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
Joshua I. Schiller (SBN 330653)
Joshua M. Stein (SBN 298856)
44 Montgomery Street, 41st Floor
San Francisco, CA 94104
mpritt@bsflfp.com
jischiller@bsflfp.com
jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
1401 New York Ave, NW
Washington, DC 20005
jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
55 Hudson Yards, 20th Floor
New York, NY 10001
dsimons@bsflfp.com

**CAFFERTY CLOBES MERIWETHER
& SPRENGEL LLP**

Bryan L. Clobes (*pro hac vice*)
135 S. LaSalle Street, Suite 3210
Chicago, IL 60603
bclobes@caffertyclobes.com

DICELLO LEVITT

David A. Straite (*pro hac vice*)
485 Lexington Avenue, Suite 1001
New York, NY 10017
dstraite@dicellolevitt.com

Amy Keller
Nada Djordjevic
James A. Ulwick
Madeline Hills
10 North Dearborn Street, 6th Floor
Chicago, Illinois 60602
akeller@dicellolevitt.com
ndjordjevic@dicellolevitt.com
julwick@dicellolevitt.com
mhills@dicellolevitt.com

Counsel for Plaintiffs

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff

v.

Defendant)
)
)
)
)
)
)

Civil Action No. _____

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To:

(Name of person to whom this subpoena is directed)

☐ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Place:	Date and Time:
--------	----------------

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____

CLERK OF COURT

OR

*Signature of Clerk or Deputy Clerk*_____
Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) _____, who issues or requests this subpoena, are:

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

Exhibit B-13

Plaintiffs' Document Subpoena Packet to
Tim Dettmers

**Lieff
Cabraser
Heimann &
Bernstein**
Attorneys at Law

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
t 415.956.1000
f 415.956.1008

October 25, 2024

Daniel M. Hutchinson
Partner
dhutchinson@lchb.com

VIA HAND DELIVER

Tim Dettmers
6805 Woodlawn Ave NE Apt 16
Seattle, WA 98115-5441

RE: *Kadrey, et al., v. Meta Platforms, Inc.*, Case No. 3:23-cv-03417-VC

Dear Tim Dettmers:

Lieff Cabraser Heimann & Bernstein, LLP (“LCHB”) represents Plaintiffs in the above captioned class-action lawsuit. As part of that lawsuit, LCHB is seeking relevant information (documents and data) to support Plaintiffs’ claims. You are not being sued, and you are not a party to this lawsuit. Rather, you are receiving the enclosed Notice of Subpoena and Subpoena because Plaintiffs believe that you are among those who possess highly relevant information related to Plaintiffs’ claims. Plaintiffs’ claims are fully described in the Complaint, attached to the Subpoena as Exhibit 1.

We hope that you will work with us to provide the documents and/or data sought by the Subpoena. We are happy to work with you or your attorney to make the production of such information as efficient and easy as possible. Any information you provide will be kept confidential under the Stipulated Protective Order issued by the Court in this case and attached to the Subpoena as Exhibit 2.

We hope that you or your attorney will contact us so that we may further discuss the subpoena and any issues involved in production, including the date, location, and easiest method for production. The contact at our firm regarding the Subpoena is Daniel M. Hutchinson, dhutchinson@lchb.com, (415) 956.1000. Please feel free to contact us with any questions.

Very truly yours,



Daniel M. Hutchinson

DMH/wp

3120926.1

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
COWAN DEBAETS ABRAHAMS &
SHEPPARD LLP
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

[Additional counsel included below]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

RICHARD KADREY, et al.,

Individual and Representative Plaintiff,

Plaintiffs,

v.

META PLATFORMS, INC.,

Defendant.

Case No. 3:23-cv-03417-VC

**PLAINTIFFS' NOTICE OF SUBPOENA
AND SUBPOENA TO TIM DETTMERS**

PLEASE TAKE NOTICE that, pursuant to Rule 45 of the Federal Rules of Civil Procedure, Plaintiffs Richard Kadrey, et al., intend to serve the attached Subpoena upon Tim Dettmers to produce the information described in the Schedule A attached thereto at the time and place specified on the Subpoena or a time and place as counsel may agree.

Dated: November 7, 2024

Respectfully submitted,

By: /s/ Daniel M. Hutchinson
Daniel M. Hutchinson

David Boies (*pro hac vice*)
BOIES SCHILLER FLEXNER LLP
333 Main Street
Armonk, NY 10504
(914) 749-8200
dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
Joshua I. Schiller (SBN 330653)
Joshua M. Stein (SBN 298856)
44 Montgomery Street, 41st Floor
San Francisco, CA 94104
(415) 293-6800
mpritt@bsflfp.com
jischiller@bsflfp.com
jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
1401 New York Ave, NW
Washington, DC 20005
(202) 237-2727
jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
55 Hudson Yards, 20th Floor
New York, NY 10001
(914) 749-8200
dsimons@bsflfp.com

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
**COWAN DEBAETS ABRAHAMS
& SHEPPARD LLP**
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

1 Joseph R. Saveri (SBN 130064)
2 Cadio Zirpoli (SBN 179108)
3 Christopher K.L. Young (SBN 318371)
4 Holden Benon (SBN 325847)
5 Aaron Cera (SBN 351163)
6 **JOSEPH SAVERI LAW FIRM, LLP**
7 601 California Street, Suite 1505
8 San Francisco, California 94108
9 (415) 500-6800
10 jsaveri@saverilawfirm.com
11 czirpoli@saverilawfirm.com
12 cyoung@saverilawfirm.com
13 hbenon@saverilawfirm.com
14 acera@saverilawfirm.com

15 Matthew Butterick (SBN 250953)
16 1920 Hillhurst Avenue, #406
17 Los Angeles, CA 90027
18 (323) 968-2632
19 mb@buttericklaw.com

20 **CAFFERTY CLOBES**
21 **MERIWETHER & SPRENGEL LLP**
22 Bryan L. Clobes (*pro hac vice*)
23 135 S. LaSalle Street, Suite 3210
24 Chicago, IL 60603
25 (312) 782-4880
26 bclobes@caffertyclobes.com

27 **DICELLO LEVITT**
28 David A. Straite (*pro hac vice*)
485 Lexington Avenue, Suite 1001
New York, NY 10017
(646) 933-1000
dstraite@dicellolevitt.com

Amy Keller
Nada Djordjevic
James A. Ulwick
Madeline Hills
10 North Dearborn Street, 6th Floor
Chicago, Illinois 60602
(312) 214-7900
akeller@dicellolevitt.com
ndjordjevic@dicellolevitt.com
julwick@dicellolevitt.com
mhills@dicellolevitt.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

SCHEDULE A

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, the following is a list of requests (“Requests”) sought from the recipient of this Subpoena. These Requests seek information to support Plaintiffs’ claims as alleged in Plaintiffs’ Corrected Second Consolidated Amended Complaint in *Kadrey et al. v. Meta Platforms Inc.*, Case No. 3:23-cv-03417-VC (N.D. Cal. 2023).

DEFINITIONS

As used herein, the following words, terms, and phrases—whether singular or plural, or in an alternate verb tense—shall have the meanings ascribed below. Defined terms may not be capitalized or made uppercase. The given definitions apply even if a term in question is not capitalized or made uppercase. No waiver of a definition is implied by the use of a defined term in a non-capitalized or lowercase form:

1. “AI Training Data” refers to any data used to develop, improve, or refine a machine-learning model, including a large language model. This includes, but is not limited to, feeding data into the model, adjusting algorithms, optimizing parameters, RLHF and testing, validating, and updating models. It also includes the selection, preparation, and use of Datasets, the execution of supervised, unsupervised, or reinforcement learning techniques, and any pre-processing steps, model tuning, cross-validation, and performance evaluations.

2. “All,” “Or,” and “And” should be understood to include and encompass “any”; “or” should be understood to include and encompass “and”; and “and” should be understood to include and encompass “or.”

3. “Communications” means oral or written communications of any kind, communicated directly or indirectly, including, without limitation inquiries, complaints, discussions, conversations, negotiations, agreements, meetings, interviews, telephone conversations, letters, correspondences, memoranda, notes, telegrams, facsimiles, electronic mail (e-mail) messages and attachments, instant or direct messages (including SMS messages, text

1 messages, Apple iMessages, Slack messages, Teams messages), memoranda, documents,
 2 writings, or other forms of communications. The term “Communications” includes instances
 3 where one party disseminates information that the other party receives but does not respond to.

4 4. “Complaint” refers to the operative complaint at the time documents are produced
 5 in response to these requests. At the time of service, the currently operative Complaint is
 6 Plaintiffs’ Corrected Second Consolidated Amended Complaint. ECF No. 133.

7 5. “Concerning,” whether capitalized or not, refers to and includes “constituting,”
 8 “evidencing,” “supporting,” “regarding,” “mentioning,” “reflecting,” “concerning,” “relating to,”
 9 “referring to,” “pertaining to,” “alluding to,” “responding to,” “proving,” “discussing,”
 10 “assessing,” “disproving,” “connected with,” “commenting on,” “about,” “showing,”
 11 “describing,” and/or logically or factually dealing with the matter described in the request in
 12 which the term appears.

13 6. “Defendant” means Defendant Meta Platforms, Inc.

14 7. “Document” is used in its broadest sense allowed by Rule 34(a) of the Federal
 15 Rules of Civil Procedure and includes, but is not limited to, any writings, drawings, graphs,
 16 handwriting, typewriting, printing, photostatting, photographing, photocopying, transmitting by
 17 electronic mail or facsimile, and every other means of recording upon any tangible thing, any
 18 form of communication or representation, including letters, words, pictures, sounds, or symbols,
 19 or combinations thereof, and any record thereby created, regardless of the manner in which the
 20 record has been stored.

21 This includes:

- 22 • The originals, drafts and All non-identical copies thereof, whether different from
 23 the original by reason of any notation made on such copies or otherwise;
- 24 • Booklets, brochures, pamphlets, circulars, notices, periodicals, papers, contracts,
 25 agreements, photographs, minutes, memoranda, messages, appraisals, analyses,
 26 reports, financial calculations and representations, invoices, accounting and diary
 27 entries, inventory sheets, diaries, appointment books or calendars, teletypes,
 28 telefaxes, thermafaxes, ledgers, trial balances, correspondence, telegrams, press

1 releases, advertisements, notes, working papers, drawings, schedules, tabulations,
 2 projections, information or programs stored in a computer (whether or not ever
 3 printed out or displayed), and All drafts, alterations, modifications, changes or
 4 amendments of any of the foregoing;

- 5 • Graphic or aural representations of any kind, including, without limitation,
 6 photographs, microfiche, microfilm, videotapes, recordings, drawing, charts and
 7 motion pictures;
- 8 • All letters, words, pictures, sounds, or symbols, or combinations thereof stored in
 9 or on any electronic, mechanical, magnetic, or optical device including, but not
 10 limited to: (i) computer data storage devices (servers, laptops hard-drives, flash
 11 drives, discs, magnetic cards, and the like), (ii) the internet or “the Cloud” (such as
 12 e-mail, web posts, social media posts, internet pages, etc.), and (iii) information
 13 stored on cell phones.

14 8. “Including” and “Includes,” whether capitalized or not, are used to provide
 15 examples of certain types of information and should not be construed as limiting a request or
 16 definition in any way. The terms “including” and “includes” shall be construed as if followed by
 17 the phrase “but not limited to.”

18 9. “Meta” means Meta Platforms, Inc., and its employees, agents, attorneys,
 19 accountants, representatives, predecessors or successors-in-interest, any corporation or
 20 partnership under its direction, or any other person or entity acting on its behalf or under its
 21 control.

22 10. “Relevant Period” includes and encompasses all times relevant to the acts and
 23 failures to act which are relevant to the Complaint.

24 11. “RLHF” means “reinforcement learning from human feedback.”

25 12. “You” or “Your” refers to you.

26 **INSTRUCTIONS**

27 1. Please separately respond to each item by stating (a) you will produce, (b) you are
 28

1 presently unable to produce, or (c) you object to production.

2 2. These Requests for Productions should be deemed continuing such that if You
3 subsequently discover or obtain possession, custody, or control of any document or ESI
4 previously requested or required to be produced, and supplemental productions should be
5 provided as additional documents become available.

6 3. If You claim You are unable to produce a Document, you must state whether that
7 inability is because the Document never existed; has been destroyed, lost, misplaced or stolen; or
8 has never been or is no longer in your possession, custody or control. Such a statement must
9 further set forth the name and address of any person or entity that you know or believe to have
10 possession, custody or control of that item or category of item. If any Document responsive to a
11 request has been destroyed, produce all documents describing or referencing: (1) the contents of
12 the lost or destroyed document; (2) all locations in which any copy of the lost or destroyed
13 Document had been maintained; (3) the date of any such loss or destruction to the extent known;
14 (4) the name of each person who ordered, authorized and carried out the destruction of any lost or
15 destroyed Document; (5) all document retention and destruction policies in effect at the time any
16 requested Document was destroyed; and (6) all efforts made to locate any responsive Document
17 alleged to have been lost or destroyed.

18 4. If You object to any item or category of item, Your response shall (a) identify with
19 particularity each document or thing to which the objection is made and (b) set forth clearly the
20 extent of, and specific ground for, the objection; and You should respond to the Request to the
21 extent it is not objectionable.

22 5. If You object that a Document is covered by the attorney-client or other privilege,
23 or is work-product, You shall provide a Privilege Log containing: (1) the name of the Document;
24 (2) the name and address of the person(s) who prepared it; (3) the person(s) to whom it was
25 directed or circulated; (4) the date on which the Document was prepared or transmitted; (5) the
26 name and address of the person(s) now in possession of the Document; (6) the description of the
27 subject matter of the Document; and (7) the specific nature of the privilege claimed, including the
28 reasons and each and every fact supporting the withholding, and legal basis sufficient to

1 determine whether the claim of privilege is valid with respect to the Document (without revealing
2 privileged information).

3 **SCHEDULE A**

- 4 1. All Documents and Communications related to Your involvement in reaching out to
5 EleutherAI to discuss the use of the Pile for training Meta's language models.
6 2. All Documents and Communications related to Your knowledge of the value of books for
7 use as AI training data.
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CERTIFICATE OF SERVICE

I, the undersigned, am employed by the Lieff Cabraser Heimann & Bernstein, LLP. My business address is 275 Battery Street, 29th Floor, San Francisco, California 94111-3339. I am over the age of eighteen and not a party to this action.

On November 7, 2024, I caused the following documents to be served by email upon the parties listed on the attached Service List:

- **PLAINTIFFS' NOTICE OF SUBPOENA AND SUBPOENA TIM DETTMERS**

I declare under penalty of perjury that the foregoing is true and correct. Executed November 7, 2024, at San Francisco, California.

/s/Daniel M. Hutchinson
Daniel M. Hutchinson

SERVICE LIST**COOLEY LLP**

Bobby A. Ghajar
 Colette Ani Ghazarian
 1333 2nd Street, Suite 400
 Santa Monica, CA 90401
 bghajar@cooley.com
 cghazarian@cooley.com

Kathleen R. Hartnett
 3 Embarcadero Center, 20th Floor
 San Francisco, CA 94111-4004
 khartnett@cooley.com

Judd D. Lauter
 Elizabeth Lee Stameshkin
 3175 Hanover Street
 Palo Alto, CA 94304
 jlauter@cooley.com
 lstameshkin@cooley.com

LEX LUMINA PLLC

Mark Alan Lemley
 745 Fifth Avenue, Suite 500
 New York, NY 10151
 mlemley@lex-lumina.com

CLEARY GOTTlieb STEEN & HAMILTON LLP

Angela L. Dunning
 1841 Page Mill Road
 Palo Alto, CA 94304-1254
 adunning@cgsh.com

*Counsel for Defendant
 Meta Platforms, Inc.*

BOIES SCHILLER FLEXNER LLP

David Boies (*pro hac vice*)
 333 Main Street
 Armonk, NY 10504
 dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
 Joshua I. Schiller (SBN 330653)
 Joshua M. Stein (SBN 298856)
 44 Montgomery Street, 41st Floor
 San Francisco, CA 94104
 mpritt@bsflfp.com
 jischiller@bsflfp.com
 jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
 1401 New York Ave, NW
 Washington, DC 20005
 jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
 55 Hudson Yards, 20th Floor
 New York, NY 10001
 dsimons@bsflfp.com

CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP

Bryan L. Clobes (*pro hac vice*)
 135 S. LaSalle Street, Suite 3210
 Chicago, IL 60603
 bclobes@caffertyclobes.com

DICELLO LEVITT

David A. Straite (*pro hac vice*)
 485 Lexington Avenue, Suite 1001
 New York, NY 10017
 dstraite@dicellolevitt.com

Amy Keller
 Nada Djordjevic
 James A. Ulwick
 Madeline Hills
 10 North Dearborn Street, 6th Floor
 Chicago, Illinois 60602
 akeller@dicellolevitt.com
 ndjordjevic@dicellolevitt.com
 julwick@dicellolevitt.com
 mhills@dicellolevitt.com

Counsel for Plaintiffs

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff

v.

Defendant)
)
)
)
)
)
)

Civil Action No. _____

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To:

(Name of person to whom this subpoena is directed)

☐ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Place:	Date and Time:
--------	----------------

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:
--------	----------------

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____

CLERK OF COURT

OR

*Signature of Clerk or Deputy Clerk*_____
Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) _____, who issues or requests this subpoena, are:

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.

Exhibit B-14

Plaintiffs' Document Subpoena Packet to
Reuters News & Media, Inc.

**Lieff
Cabraser
Heimann &
Bernstein**
Attorneys at Law

Lieff Cabraser Heimann & Bernstein, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
t 415.956.1000
f 415.956.1008

October 28, 2024

Daniel M. Hutchinson
Partner
dhutchinson@lchb.com

VIA HAND DELIVER

Reuters News & Media, Inc.
c/o Corporation Service Company
80 State Street, Albany, NY, 12207

RE: *Kadrey, et al., v. Meta Platforms, Inc.*, Case No. 3:23-cv-03417-VC

To Whom It May Concern:

Lieff Cabraser Heimann & Bernstein, LLP (“LCHB”) represents Plaintiffs in the above captioned class-action lawsuit. As part of that lawsuit, LCHB is seeking relevant information (documents and data) to support Plaintiffs’ claims. You are not being sued, and you are not a party to this lawsuit. Rather, you are receiving the enclosed Notice of Subpoena and Subpoena because Plaintiffs believe that you are among those who possess highly relevant information related to Plaintiffs’ claims. Plaintiffs’ claims are fully described in the Complaint, attached to the Subpoena as Exhibit 1.

We hope that you will work with us to provide the documents and/or data sought by the Subpoena. We are happy to work with you or your attorney to make the production of such information as efficient and easy as possible. Any information you provide will be kept confidential under the Stipulated Protective Order issued by the Court in this case and attached to the Subpoena as Exhibit 2.

We hope that you or your attorney will contact us so that we may further discuss the subpoena and any issues involved in production, including the date, location, and easiest method for production. The contact at our firm regarding the Subpoena is Daniel M. Hutchinson, dhutchinson@lchb.com, (415) 956.1000. Please feel free to contact us with any questions.

Very truly yours,



Daniel M. Hutchinson

DMH/wp

3121574.1

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
LIEFF CABRASER HEIMANN &
BERNSTEIN, LLP
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
COWAN DEBAETS ABRAHAMS &
SHEPPARD LLP
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

[Additional counsel included below]

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION**

RICHARD KADREY, et al.,

Individual and Representative Plaintiff,

Plaintiffs,

v.

META PLATFORMS, INC.,

Defendant.

Case No. 3:23-cv-03417-VC

**PLAINTIFFS' NOTICE OF SUBPOENA
AND SUBPOENA TO REUTERS NEWS &
MEDIA, INC.**

PLEASE TAKE NOTICE that, pursuant to Rule 45 of the Federal Rules of Civil Procedure, Plaintiffs Richard Kadrey, et al., intend to serve the attached Subpoena upon Reuters News & Media, Inc. to produce the information described in the Schedule A attached thereto at the time and place specified on the Subpoena or a time and place as counsel may agree.

Dated: November 7, 2024

Respectfully submitted,

By: /s/ Daniel M. Hutchinson
Daniel M. Hutchinson

David Boies (*pro hac vice*)
BOIES SCHILLER FLEXNER LLP
333 Main Street
Armonk, NY 10504
(914) 749-8200
dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
Joshua I. Schiller (SBN 330653)
Joshua M. Stein (SBN 298856)
44 Montgomery Street, 41st Floor
San Francisco, CA 94104
(415) 293-6800
mpritt@bsflfp.com
jischiller@bsflfp.com
jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
1401 New York Ave, NW
Washington, DC 20005
(202) 237-2727
jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
55 Hudson Yards, 20th Floor
New York, NY 10001
(914) 749-8200
dsimons@bsflfp.com

Elizabeth J. Cabraser (State Bar No. 083151)
Daniel M. Hutchinson (State Bar No. 239458)
Reilly T. Stoler (State Bar No. 310761)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339
Telephone: (415) 956-1000
ecabraser@lchb.com
dhutchinson@lchb.com
rstoler@lchb.com

Rachel Geman (*pro hac vice*)
**LIEFF CABRASER HEIMANN
& BERNSTEIN, LLP**
250 Hudson Street, 8th Floor
New York, New York 10013-1413
Telephone: (212) 355-9500
rgeman@lchb.com

Scott J. Sholder (*pro hac vice*)
CeCe M. Cole (*pro hac vice*)
**COWAN DEBAETS ABRAHAMS
& SHEPPARD LLP**
60 Broad Street, 30th Floor
New York, New York 10004
Telephone: (212) 974-7474
ssholder@cdas.com
ccole@cdas.com

1 Joseph R. Saveri (SBN 130064)
2 Cadio Zirpoli (SBN 179108)
3 Christopher K.L. Young (SBN 318371)
4 Holden Benon (SBN 325847)
5 Aaron Cera (SBN 351163)
6 **JOSEPH SAVERI LAW FIRM, LLP**
7 601 California Street, Suite 1505
8 San Francisco, California 94108
9 (415) 500-6800
10 jsaveri@saverilawfirm.com
11 czirpoli@saverilawfirm.com
12 cyoung@saverilawfirm.com
13 hbenon@saverilawfirm.com
14 acera@saverilawfirm.com

15 Matthew Butterick (SBN 250953)
16 1920 Hillhurst Avenue, #406
17 Los Angeles, CA 90027
18 (323) 968-2632
19 mb@buttericklaw.com

20 **CAFFERTY CLOBES**
21 **MERIWETHER & SPRENGEL LLP**
22 Bryan L. Clobes (*pro hac vice*)
23 135 S. LaSalle Street, Suite 3210
24 Chicago, IL 60603
25 (312) 782-4880
26 bclobes@caffertyclobes.com

27 **DICELLO LEVITT**
28 David A. Straite (*pro hac vice*)
485 Lexington Avenue, Suite 1001
New York, NY 10017
(646) 933-1000
dstraite@dicellolevitt.com

Amy Keller
Nada Djordjevic
James A. Ulwick
Madeline Hills
10 North Dearborn Street, 6th Floor
Chicago, Illinois 60602
(312) 214-7900
akeller@dicellolevitt.com
ndjordjevic@dicellolevitt.com
julwick@dicellolevitt.com
mhills@dicellolevitt.com

*Counsel for Individual and Representative
Plaintiffs and the Proposed Class*

SCHEDULE A

Pursuant to Rule 45 of the Federal Rules of Civil Procedure, the following is a list of requests (“Requests”) sought from the recipient of this Subpoena. These Requests seek information to support Plaintiffs’ claims as alleged in Plaintiffs’ Corrected Second Consolidated Amended Complaint in *Kadrey et al. v. Meta Platforms Inc.*, Case No. 3:23-cv-03417-VC (N.D. Cal. 2023).

DEFINITIONS

As used herein, the following words, terms, and phrases—whether singular or plural, or in an alternate verb tense—shall have the meanings ascribed below. Defined terms may not be capitalized or made uppercase. The given definitions apply even if a term in question is not capitalized or made uppercase. No waiver of a definition is implied by the use of a defined term in a non-capitalized or lowercase form:

1. “Agreements” means any oral or written contract, arrangement or understanding, whether formal or information, between two or more Persons, including all drafts, versions, modifications, amendments, attachments, exhibits, and appendices thereof.

2. “AI Training Data” refers to any data used to develop, improve, or refine a machine-learning model, including a large language model. This includes, but is not limited to, feeding data into the model, adjusting algorithms, optimizing parameters, RLHF and testing, validating, and updating models. It also includes the selection, preparation, and use of Datasets, the execution of supervised, unsupervised, or reinforcement learning techniques, and any pre-processing steps, model tuning, cross-validation, and performance evaluations.

3. “All,” “Or,” and “And” should be understood to include and encompass “any”; “or” should be understood to include and encompass “and”; and “and” should be understood to include and encompass “or.”

4. “Communications” means oral or written communications of any kind, communicated directly or indirectly, including, without limitation inquiries, complaints, discussions, conversations, negotiations, agreements, meetings, interviews, telephone

1 conversations, letters, correspondences, memoranda, notes, telegrams, facsimiles, electronic mail
 2 (e-mail) messages and attachments, instant or direct messages (including SMS messages, text
 3 messages, Apple iMessages, Slack messages, Teams messages), memoranda, documents,
 4 writings, or other forms of communications. The term “Communications” includes instances
 5 where one party disseminates information that the other party receives but does not respond to.

6 5. “Complaint” refers to the operative complaint at the time documents are produced
 7 in response to these requests. At the time of service, the currently operative Complaint is
 8 Plaintiffs’ Corrected Second Consolidated Amended Complaint. ECF No. 133.

9 6. “Concerning,” whether capitalized or not, refers to and includes “constituting,”
 10 “evidencing,” “supporting,” “regarding,” “mentioning,” “reflecting,” “concerning,” “relating to,”
 11 “referring to,” “pertaining to,” “alluding to,” “responding to,” “proving,” “discussing,”
 12 “assessing,” “disproving,” “connected with,” “commenting on,” “about,” “showing,”
 13 “describing,” and/or logically or factually dealing with the matter described in the request in
 14 which the term appears.

15 7. “Defendant” means Defendant Meta Platforms, Inc.

16 8. “Document” is used in its broadest sense allowed by Rule 34(a) of the Federal
 17 Rules of Civil Procedure and includes, but is not limited to, any writings, drawings, graphs,
 18 handwriting, typewriting, printing, photostatting, photographing, photocopying, transmitting by
 19 electronic mail or facsimile, and every other means of recording upon any tangible thing, any
 20 form of communication or representation, including letters, words, pictures, sounds, or symbols,
 21 or combinations thereof, and any record thereby created, regardless of the manner in which the
 22 record has been stored.

23 This includes:

- 24 • The originals, drafts and All non-identical copies thereof, whether different from
 25 the original by reason of any notation made on such copies or otherwise;
- 26 • Booklets, brochures, pamphlets, circulars, notices, periodicals, papers, contracts,
 27 agreements, photographs, minutes, memoranda, messages, appraisals, analyses,
 28 reports, financial calculations and representations, invoices, accounting and diary

entries, inventory sheets, diaries, appointment books or calendars, teletypes, telefaxes, thermafaxes, ledgers, trial balances, correspondence, telegrams, press releases, advertisements, notes, working papers, drawings, schedules, tabulations, projections, information or programs stored in a computer (whether or not ever printed out or displayed), and All drafts, alterations, modifications, changes or amendments of any of the foregoing;

- Graphic or aural representations of any kind, including, without limitation, photographs, microfiche, microfilm, videotapes, recordings, drawing, charts and motion pictures;
- All letters, words, pictures, sounds, or symbols, or combinations thereof stored in or on any electronic, mechanical, magnetic, or optical device including, but not limited to: (i) computer data storage devices (servers, laptops hard-drives, flash drives, discs, magnetic cards, and the like), (ii) the internet or “the Cloud” (such as e-mail, web posts, social media posts, internet pages, etc.), and (iii) information stored on cell phones.

9. “Including” and “Includes,” whether capitalized or not, are used to provide examples of certain types of information and should not be construed as limiting a request or definition in any way. The terms “including” and “includes” shall be construed as if followed by the phrase “but not limited to.”

10. “Licensing agreement” means a strategic collaboration agreement and/or any agreement with the purpose and/or effect of developing AI products and/or features using Your content and/or materials.

11. “Meta” means Meta Platforms, Inc., and its employees, agents, attorneys, accountants, representatives, predecessors or successors-in-interest, any corporation or partnership under its direction, or any other person or entity acting on its behalf or under its control.

12. “OCR” means optical character recognition.

13. “Person” means any natural person or any business, legal, or governmental entity

1 or association.

2 14. “Relevant Period” includes and encompasses all times relevant to the acts and
3 failures to act which are relevant to the Complaint.

4 15. ““RLHF” means “reinforcement learning from human feedback.”

5 16. “You” or “Your” refers to Reuters.

6 **INSTRUCTIONS**

7 1. Please separately respond to each item by stating (a) you will produce, (b) you are
8 presently unable to produce, or (c) you object to production.

9 2. Unless superseded by a mutually-agreed-upon stipulation, the following provisions
10 shall generally govern the production format and procedure for Hard Copy Documents and
11 images:

- 12 a. All Documents originating in hardcopy format will be produced as black-
13 and-white or color (if originally in color), single-page, 300 dpi Group IV
14 tagged image file format (“TIFF”) images, with OCR text and related path
15 provided in document level text files.
- 16 b. In scanning hardcopy documents, distinct documents should not be merged
17 into a single record, and single documents should not be split into multiple
18 records (i.e., hardcopy documents should be logically unitized). The
19 Producing Party will use reasonable efforts to unitize documents correctly.
- 20 c. Where a document, or a document group – such as folder, clipped bundle,
21 or binder – has an identification spine or other label, the information on the
22 label shall be scanned and produced as the first page of the document or
23 grouping.
- 24 d. Productions of the images shall be made using an image load file (.OPT or
25 .LFP) and a delimited database/Metadata load file (.DAT), pursuant to any
26 agreement to be made by the Parties or in accordance with any Stipulated
27 Order Regarding ESI Protocol and Production of ESI and Paper
28

Documents (“ESI Protocol”) to be entered by the Parties.

- e. You will utilize best efforts to ensure that paper records for a particular custodian, which are included in a single production, are produced in consecutive Bates-stamp order.

3. Unless superseded by a mutually-agreed-upon stipulation regarding the production of ESI, All Documents shall be produced in accordance with the specifications below except for source code, which may be produced in accordance with the specifications below.

- a. Where technically feasible, emails shall be produced in TIFF format. TIFFs shall be produced as true color, single-page Group IV TIFF in 8½ X 11-inch page size images at a resolution of at least 300 DPI with the quality setting of 75% or higher.
- b. When producing documents in TIFF format, the image files shall be produced along with Concordance/Opticon image load files, linking the images to the corresponding document that indicate the beginning and ending of each document, showing the Bates number of each page and the appropriate unitization of the documents.
- c. Each image file of an electronic document will be created directly from the original electronic document. Image files shall show all text and images that would be visible in the original electronic format (Native Format), including redlines and speaker notes.
- d. All TIFF files are to be provided with an accompanying searchable text (.TXT) file extracted from the native, electronic file (not generated as an OCR file from the TIFF image(s)), and such text files shall contain the full text extraction. To the extent technically feasible, extracted text shall provide all comments, tracked changes, speaker’s notes, and text from hidden worksheets, slides, columns and rows. In the case of files with redacted text, OCR’ed text of the redacted documents may be provided in lieu of extracted text. OCR software should be set to the highest quality setting during

1 processing.

- 2 e. All documents shall be produced in their original language. For documents
3 in foreign languages, the OCR shall be performed using an OCR tool and
4 settings suitable for the particular byte or multi-byte languages.
- 5 f. Each text file shall be named according to the Bates number of the first page
6 of the corresponding image files (e.g., BATES000001.TXT).
- 7 g. Microsoft Word Documents (or similar) (.DOC, .DOCX, or substantially
8 similar non-Microsoft file formats) should be produced as a single color
9 PDF file for each Document, containing all images for that document, and
10 should be imaged in a manner that captures track changes and comments.
11 To the extent Plaintiffs believes the converted image format distorts, omits,
12 or causes information to be improperly displayed, Plaintiffs may request
13 the Document in Native Format and the Parties shall meet and confer to
14 attempt to resolve the problem(s).
- 15 h. In the case of email, the corresponding text file shall include, where
16 reasonably available: (1) the individual(s) to whom the communication was
17 directed ("To"); (2) the author(s) of the email communication ("From"); (3)
18 who was copied and blind copied on such email ("CC" and "BCC"); (4) the
19 subject line of the email ("RE" or "Subject"); (5) the names of any
20 attachments; and (6) the text (body) of the email.
- 21 i. The following ESI shall be produced in native file format:
- 22 i. Excel files;
 - 23 ii. Text message files;
 - 24 iii. Presentation files (e.g., PowerPoint);
 - 25 iv. Personal databases (MS Access);
 - 26 v. Audio/video files;
 - 27 vi. Web pages;
 - 28 vii. Animations;

- 1 viii. Source code.
- 2 j. To the extent responsive Text Messages are being produced, they will be
- 3 produced in a reasonable usable format. YOU will disclose its production
- 4 format of Text Messages to the Plaintiffs prior to the production of Text
- 5 Messages. Plaintiffs retain their rights to meet and confer on the production
- 6 format to address any concerns.
- 7 k. The Parties reserve the right to request production of other ESI types in
- 8 Native Format, for example, that documents be produced in Microsoft
- 9 Word, in addition to TIFF images. The Parties agree to meet and confer
- 10 regarding such requests.
- 11 l. PowerPoint or other presentation files should be produced in Native Format
- 12 as (e.g., as .PPT files). PowerPoint presentations shall also be produced in
- 13 full-slide image format, along with speaker notes (which should follow the
- 14 full images of the slides) with related searchable text, Metadata, and
- 15 bibliographic information.
- 16 m. In the case of personal database (e.g., MS Access) files containing
- 17 confidential or privileged information, the parties shall meet and confer to
- 18 determine the appropriate form of production.
- 19 n. ESI shall be processed in a manner that preserves hidden columns or rows,
- 20 hidden text, worksheets, notes, tracked changes, and comments. Any Party
- 21 seeking a deviation from this provision must provide notice to other Parties
- 22 and the Parties agree to meet and confer regarding such requests.
- 23 o. The Parties will meet and confer about objective coding fields and
- 24 Metadata that will be produced for all ESI—including ESI produced in
- 25 TIFF or Native Format, and any such Metadata will be produced in
- 26 accordance with the Parties' agreement or in accordance with any ESI
- 27 Protocol to be agreed upon by the Parties.
- 28 p. Any Document produced in native format, will be produced according to

1 the following specifications:

- 2 i. A unique Bates number and confidentiality designation shall be
3 used as the file name and the original file name and file extension
4 shall be preserved in the corresponding load file. An example of this
5 convention would be: "BATES000001_HighlyConfidential.xls"
- 6 ii. The native format Documents shall be accompanied by reference
7 information that sets forth for each document, sufficient information
8 to allow the Parties to track and authenticate the native format
9 documents produced, including: (i) the name of the custodian from
10 whose files the electronic file is produced; (ii) an appropriately
11 calculated "MD-5 Hash Value"; (iii) the original name of the file;
12 and (iv) a Bates number.
- 13 iii. In all cases, unless there is no textual content, an OCR or Extracted
14 Text file shall be produced along with the native file. For any native
15 format documents that cannot be imaged or where the image is
16 produced as a separate document, a single page placeholder image
17 shall be provided that indicates the file was produced in native
18 format and contains the Bates number and confidential designation,
19 if any, of the corresponding file.
- 20 iv. In order to preserve the integrity of any file produced in Native
21 Format, no Bates number, confidentiality designation or internal
22 tracking number should be added to the body of the Native Format
23 document unless otherwise agreed to between the Producing Party
24 and the Receiving Party during any meet and confer related to the
25 production of that Native Format document.
- 26 v. Plaintiffs may also request that You produce additional file types of
27 electronic Documents in Native Format where converted image
28 formats distort or otherwise cause information to be improperly

1 displayed. The Parties shall meet and confer regarding such requests
2 in good faith and cooperation.

3 4. These Requests for Productions should be deemed continuing such that if Your
4 directors, officers, employees, agents, representatives or any person acting on Your behalf,
5 subsequently discover or obtain possession, custody, or control of any document or ESI
6 previously requested or required to be produced, and supplemental productions should be
7 provided as additional documents become available.

8 5. If You claim You are unable to produce a Document, you must state whether that
9 inability is because the Document never existed; has been destroyed, lost, misplaced or stolen; or
10 has never been or is no longer in your possession, custody or control. Such a statement must
11 further set forth the name and address of any person or entity that you know or believe to have
12 possession, custody or control of that item or category of item. If any Document responsive to a
13 request has been destroyed, produce all documents describing or referencing: (1) the contents of
14 the lost or destroyed document; (2) all locations in which any copy of the lost or destroyed
15 Document had been maintained; (3) the date of any such loss or destruction to the extent known;
16 (4) the name of each person who ordered, authorized and carried out the destruction of any lost or
17 destroyed Document; (5) all document retention and destruction policies in effect at the time any
18 requested Document was destroyed; and (6) all efforts made to locate any responsive Document
19 alleged to have been lost or destroyed.

20 6. If You object to any item or category of item, Your response shall (a) identify with
21 particularity each document or thing to which the objection is made and (b) set forth clearly the
22 extent of, and specific ground for, the objection; and You should respond to the Request to the
23 extent it is not objectionable.

24 7. If You object that a Document is covered by the attorney-client or other privilege,
25 or is work-product, You shall provide a Privilege Log containing: (1) the name of the Document;
26 (2) the name and address of the person(s) who prepared it; (3) the person(s) to whom it was
27 directed or circulated; (4) the date on which the Document was prepared or transmitted; (5) the
28 name and address of the person(s) now in possession of the Document; (6) the description of the

1 subject matter of the Document; and (7) the specific nature of the privilege claimed, including the
2 reasons and each and every fact supporting the withholding, and legal basis sufficient to
3 determine whether the claim of privilege is valid with respect to the Document (without revealing
4 privileged information).

5 **REQUESTS FOR PRODUCTION**

- 6 1. All licensing agreements related to AI training data.
7 2. All Documents and Communications related to any licensing agreements concerning AI
8 training data, including terms, conditions, and consideration.
9 3. All Documents and Communications related to licensing books for the use as AI training
10 data.
11 4. All Documents and Communications, including discussions, deliberations, or negotiations
12 related to any actual, proposed, or contemplated licensing agreements for AI training data,
13 including any actual, proposed, or contemplated terms, conditions, and consideration.
14 5. All Documents and Communications relating to the valuation of licenses for AI training
15 data.
16 6. All Communications with Meta relating to topics 1-5.

CERTIFICATE OF SERVICE

I, the undersigned, am employed by the Lieff Cabraser Heimann & Bernstein, LLP. My business address is 275 Battery Street, 29th Floor, San Francisco, California 94111-3339. I am over the age of eighteen and not a party to this action.

On November 7, 2024, I caused the following documents to be served by email upon the parties listed on the attached Service List:

- **PLAINTIFFS' NOTICE OF SUBPOENA AND SUBPOENA TO REUTERS NEWS & MEDIA, INC.**

I declare under penalty of perjury that the foregoing is true and correct. Executed November 7, 2024, at San Francisco, California.

/s/Daniel M. Hutchinson
Daniel M. Hutchinson

SERVICE LIST**COOLEY LLP**

Bobby A. Ghajar
 Colette Ani Ghazarian
 1333 2nd Street, Suite 400
 Santa Monica, CA 90401
 bghajar@cooley.com
 cghazarian@cooley.com

Kathleen R. Hartnett
 3 Embarcadero Center, 20th Floor
 San Francisco, CA 94111-4004
 khartnett@cooley.com

Judd D. Lauter
 Elizabeth Lee Stameshkin
 3175 Hanover Street
 Palo Alto, CA 94304
 jlauter@cooley.com
 lstameshkin@cooley.com

LEX LUMINA PLLC

Mark Alan Lemley
 745 Fifth Avenue, Suite 500
 New York, NY 10151
 mlemley@lex-lumina.com

CLEARY GOTTlieb STEEN & HAMILTON LLP

Angela L. Dunning
 1841 Page Mill Road
 Palo Alto, CA 94304-1254
 adunning@cgsh.com

*Counsel for Defendant
 Meta Platforms, Inc.*

BOIES SCHILLER FLEXNER LLP

David Boies (*pro hac vice*)
 333 Main Street
 Armonk, NY 10504
 dboies@bsflfp.com

Maxwell V. Pritt (SBN 253155)
 Joshua I. Schiller (SBN 330653)
 Joshua M. Stein (SBN 298856)
 44 Montgomery Street, 41st Floor
 San Francisco, CA 94104
 mpritt@bsflfp.com
 jischiller@bsflfp.com
 jstein@bsflfp.com

Jesse Panuccio (*pro hac vice*)
 1401 New York Ave, NW
 Washington, DC 20005
 jpanuccio@bsflfp.com

David L. Simons (*pro hac vice*)
 55 Hudson Yards, 20th Floor
 New York, NY 10001
 dsimons@bsflfp.com

CAFFERTY CLOBES MERIWETHER & SPRENGEL LLP

Bryan L. Clobes (*pro hac vice*)
 135 S. LaSalle Street, Suite 3210
 Chicago, IL 60603
 bclobes@caffertyclobes.com

DICELLO LEVITT

David A. Straite (*pro hac vice*)
 485 Lexington Avenue, Suite 1001
 New York, NY 10017
 dstraite@dicellolevitt.com

Amy Keller
 Nada Djordjevic
 James A. Ulwick
 Madeline Hills
 10 North Dearborn Street, 6th Floor
 Chicago, Illinois 60602
 akeller@dicellolevitt.com
 ndjordjevic@dicellolevitt.com
 julwick@dicellolevitt.com
 mhills@dicellolevitt.com

Counsel for Plaintiffs

UNITED STATES DISTRICT COURT

for the

_____ District of _____

Plaintiff

v.

Defendant)
)
)
)
)
)
)

Civil Action No. _____

**SUBPOENA TO PRODUCE DOCUMENTS, INFORMATION, OR OBJECTS
OR TO PERMIT INSPECTION OF PREMISES IN A CIVIL ACTION**

To:

(Name of person to whom this subpoena is directed)

☐ **Production:** **YOU ARE COMMANDED** to produce at the time, date, and place set forth below the following documents, electronically stored information, or objects, and to permit inspection, copying, testing, or sampling of the material:

Place:	Date and Time:

☐ **Inspection of Premises:** **YOU ARE COMMANDED** to permit entry onto the designated premises, land, or other property possessed or controlled by you at the time, date, and location set forth below, so that the requesting party may inspect, measure, survey, photograph, test, or sample the property or any designated object or operation on it.

Place:	Date and Time:

The following provisions of Fed. R. Civ. P. 45 are attached – Rule 45(c), relating to the place of compliance; Rule 45(d), relating to your protection as a person subject to a subpoena; and Rule 45(e) and (g), relating to your duty to respond to this subpoena and the potential consequences of not doing so.

Date: _____

CLERK OF COURT

OR

*Signature of Clerk or Deputy Clerk*_____
Attorney's signature

The name, address, e-mail address, and telephone number of the attorney representing (name of party) _____, who issues or requests this subpoena, are:

Notice to the person who issues or requests this subpoena

If this subpoena commands the production of documents, electronically stored information, or tangible things or the inspection of premises before trial, a notice and a copy of the subpoena must be served on each party in this case before it is served on the person to whom it is directed. Fed. R. Civ. P. 45(a)(4).

Civil Action No. _____

PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 45.)

I received this subpoena for *(name of individual and title, if any)* _____
on *(date)* _____.

☐ I served the subpoena by delivering a copy to the named person as follows: _____

_____ on *(date)* _____; or

☐ I returned the subpoena unexecuted because: _____

Unless the subpoena was issued on behalf of the United States, or one of its officers or agents, I have also
tendered to the witness the fees for one day's attendance, and the mileage allowed by law, in the amount of
\$ _____.

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____.

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc.:

Federal Rule of Civil Procedure 45 (c), (d), (e), and (g) (Effective 12/1/13)**(c) Place of Compliance.**

(1) For a Trial, Hearing, or Deposition. A subpoena may command a person to attend a trial, hearing, or deposition only as follows:

- (A) within 100 miles of where the person resides, is employed, or regularly transacts business in person; or
- (B) within the state where the person resides, is employed, or regularly transacts business in person, if the person
 - (i) is a party or a party's officer; or
 - (ii) is commanded to attend a trial and would not incur substantial expense.

(2) For Other Discovery. A subpoena may command:

- (A) production of documents, electronically stored information, or tangible things at a place within 100 miles of where the person resides, is employed, or regularly transacts business in person; and
- (B) inspection of premises at the premises to be inspected.

(d) Protecting a Person Subject to a Subpoena; Enforcement.

(1) Avoiding Undue Burden or Expense; Sanctions. A party or attorney responsible for issuing and serving a subpoena must take reasonable steps to avoid imposing undue burden or expense on a person subject to the subpoena. The court for the district where compliance is required must enforce this duty and impose an appropriate sanction—which may include lost earnings and reasonable attorney's fees—on a party or attorney who fails to comply.

(2) Command to Produce Materials or Permit Inspection.

(A) *Appearance Not Required.* A person commanded to produce documents, electronically stored information, or tangible things, or to permit the inspection of premises, need not appear in person at the place of production or inspection unless also commanded to appear for a deposition, hearing, or trial.

(B) *Objections.* A person commanded to produce documents or tangible things or to permit inspection may serve on the party or attorney designated in the subpoena a written objection to inspecting, copying, testing, or sampling any or all of the materials or to inspecting the premises—or to producing electronically stored information in the form or forms requested. The objection must be served before the earlier of the time specified for compliance or 14 days after the subpoena is served. If an objection is made, the following rules apply:

- (i) At any time, on notice to the commanded person, the serving party may move the court for the district where compliance is required for an order compelling production or inspection.
- (ii) These acts may be required only as directed in the order, and the order must protect a person who is neither a party nor a party's officer from significant expense resulting from compliance.

(3) Quashing or Modifying a Subpoena.

(A) *When Required.* On timely motion, the court for the district where compliance is required must quash or modify a subpoena that:

- (i) fails to allow a reasonable time to comply;
- (ii) requires a person to comply beyond the geographical limits specified in Rule 45(c);
- (iii) requires disclosure of privileged or other protected matter, if no exception or waiver applies; or
- (iv) subjects a person to undue burden.

(B) *When Permitted.* To protect a person subject to or affected by a subpoena, the court for the district where compliance is required may, on motion, quash or modify the subpoena if it requires:

- (i) disclosing a trade secret or other confidential research, development, or commercial information; or

(ii) disclosing an unretained expert's opinion or information that does not describe specific occurrences in dispute and results from the expert's study that was not requested by a party.

(C) *Specifying Conditions as an Alternative.* In the circumstances described in Rule 45(d)(3)(B), the court may, instead of quashing or modifying a subpoena, order appearance or production under specified conditions if the serving party:

- (i) shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship; and
- (ii) ensures that the subpoenaed person will be reasonably compensated.

(e) Duties in Responding to a Subpoena.

(1) Producing Documents or Electronically Stored Information. These procedures apply to producing documents or electronically stored information:

(A) *Documents.* A person responding to a subpoena to produce documents must produce them as they are kept in the ordinary course of business or must organize and label them to correspond to the categories in the demand.

(B) *Form for Producing Electronically Stored Information Not Specified.* If a subpoena does not specify a form for producing electronically stored information, the person responding must produce it in a form or forms in which it is ordinarily maintained or in a reasonably usable form or forms.

(C) *Electronically Stored Information Produced in Only One Form.* The person responding need not produce the same electronically stored information in more than one form.

(D) *Inaccessible Electronically Stored Information.* The person responding need not provide discovery of electronically stored information from sources that the person identifies as not reasonably accessible because of undue burden or cost. On motion to compel discovery or for a protective order, the person responding must show that the information is not reasonably accessible because of undue burden or cost. If that showing is made, the court may nonetheless order discovery from such sources if the requesting party shows good cause, considering the limitations of Rule 26(b)(2)(C). The court may specify conditions for the discovery.

(2) Claiming Privilege or Protection.

(A) *Information Withheld.* A person withholding subpoenaed information under a claim that it is privileged or subject to protection as trial-preparation material must:

- (i) expressly make the claim; and
- (ii) describe the nature of the withheld documents, communications, or tangible things in a manner that, without revealing information itself privileged or protected, will enable the parties to assess the claim.

(B) *Information Produced.* If information produced in response to a subpoena is subject to a claim of privilege or of protection as trial-preparation material, the person making the claim may notify any party that received the information of the claim and the basis for it. After being notified, a party must promptly return, sequester, or destroy the specified information and any copies it has; must not use or disclose the information until the claim is resolved; must take reasonable steps to retrieve the information if the party disclosed it before being notified; and may promptly present the information under seal to the court for the district where compliance is required for a determination of the claim. The person who produced the information must preserve the information until the claim is resolved.

(g) Contempt.

The court for the district where compliance is required—and also, after a motion is transferred, the issuing court—may hold in contempt a person who, having been served, fails without adequate excuse to obey the subpoena or an order related to it.